COUNCIL ITEM 13B
DATE 4/23/12

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

Meeting Date: April 23, 2012

Public Hearing ____ Ordinance ____ Resolution ____ Motion X

Item: 20110110R-Chemical, Fertilizer and IPM Services

Recommended Action:

Approval to split the Award and enter into a Contract with Apex Pest Control, for the Parks and Recreation 3.2, Chemical, Fertilizer and IPM Services for **$11,320.00 per year plus a one-time $10.00 Indemnification,** for three (3) years with the option to renew for an additional three (3)-one (1) year terms. This contract will save the City **$7,678.00** per year. The unit pricing for additional work is not included in this award.

Approval to split the Award and enter into a Contract with Coast to Coast Pest Control, Inc., as per City Ordinance 35.12, for the Engineering 3.4, Chemical, Fertilizer and IPM Services for **$149,600.00 per year plus a one-time $10.00 Indemnification fee**, for three (3) years with the option to renew for an additional three (3)-one (1) year terms. This contract will save the City **$64,400.00** per year. The unit pricing for additional work is not included in this award.

Exhibits: Department memo(s) attached [X] yes [ ] no
All Bid documents, Rejected Bid Documents, Responses from Bidders, Bid Tabulation Reports and all related documents, Coast to Coast Email

Explanation/Background Information: The current contracts were available to renew and City staff determined to re-bid due to economic conditions. OMB received six (6) bids on January 27, 2012. Staff is recommending Apex Pest Control, Inc. who was the low bidder for the Parks and Recreation portion of the bid and met all qualifications and requirements and is the best value to the City. Coast to Coast Pest Control, Inc. who was not the low bidder, did qualify for the Local Preference Ordinance #35.12, and agreed to meet the low bidders pricing. Staff recommends Coast to Coast for the Engineering portion of the bid.

City staffs decision to bid out this service is resulting in a savings of **$72,078.00** per year and a total for the first term of this contract is **$216,234.00**

Purchase is a replacement — Purchase was budgeted.
Department requests expenditure from the following:

Fund	001 421 104/401 (50/50)	General Fund Parks & Recreation Road & Bridge/Storm Water Funds
Cost Center	1900 2105 2405 7210 4127	City Hall Police Department - Rosser Building Department Community Center Engineering Department
Object Code	534000 534117	Other Contractual Services Other Contractual Services - IPM
Project		

Director of OMB concurs with award: _____ ard: _____

RECEIVED
APR 17 2012
City Manager's Office

New Business
GPO
4/18/12

Department requests ____ minutes to make a presen

Submitted by: Sherman Conrad, Parks and Recrea mitted: April 16, 2012
Submitted by: Patricia Roebling, Engineering, Dir mitted: April 16, 2012

(c) *Other municipalities.* The city manager, or purchasing agent if so designated by the city manager, may request another municipality to purchase for the city any needed emergency supplies, material, or equipment or the city may purchase from another municipality any needed emergency supplies, materials or equipment such municipality has available. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the city council at the earliest available council meeting.

(Ord. 93-41, passed 9-13-93)

Sec. 35.12. - Local preference in purchasing or contracting.

Except where otherwise provided by federal or state law or other funding source restrictions or as otherwise set forth in the purchasing policy. The City of Port St. Lucie shall give preference to local businesses in the following manner:

(a) *"Local Business" defined:*

"Local business." For the purposes of this section, "local business" shall mean a business which meets all of the following criteria:

(1) Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least one year prior to the issuance of the request for competitive bids or request for proposals by the City. The fixed office or distribution point must be staffed. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and

(2) Holds any business tax receipt required by the City of Port St. Lucie (City).

(b) *Certification.* Any vendor claiming to be a local business as defined by subsection 35.12(a) above, shall so certify in writing to the City of Port St. Lucie's Office of Management and Budget (OMB). The certification shall provide all necessary information to meet the requirements of subsection 35.12(a) above. OMB shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

(c) "Non-local business" means a bidder which is not a local business.

(d) Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, the city will give preference to local businesses in the following manner:

Competitive bid (local price match option). When a qualified and responsive, non -local business submits the lowest best value bid, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest best value bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest best value non-local bidder. In such instances, staff shall first verify if the lowest

non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, OMB shall determine if the lowest local bidder meets the requirements of Section 287.087, Florida Statutes, (drug-free workplace). If the lowest local bidder meets the requirements of Section 287.087, Florida Statutes, OMB shall invite the lowest local bidder in writing to submit a matching offer to OMB which shall be submitted in writing to OMB within three (3) business days thereafter. If the lowest local bidder submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously, the next lowest fully qualified local bidder will be given the opportunity to match if they are within five percent (5%). This cycle shall be repeated until there are no remaining local bidders within five percent (5%), then award shall be made to the non-local bidder. If the lowest local bidder does not respond, declines or is unable to match the lowest non-local price(s), then award will be made to the lowest overall best value bidder. If the lowest local bidder does not meet the requirement of Section 287.087, Florida Statutes, and the lowest non-local bidder does, the lowest local bidder will be disqualified and the next lowest local bidder will be considered if they are within five percent (5%); award will be made to the bidder that meets the requirements of the referenced state law. In the event a local bidder is awarded a contract pursuant to this section, all requests for change orders increasing the cost of the project must be approved by the city council.

(e) *Preference in requests for proposals.* In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:

Local businesses which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent (5%) of the total score of the local business.

(f) *Notice.* Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

(g) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the city council is the awarding authority may be waived upon approval of the city council.

(h) *Comparison of qualifications.* The preferences established herein in no way prohibit the right of OMB to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids when submitting recommendations for award to the city council. Further, the preferences established herein in no way prohibit the right of the city council from giving any further preference permitted by law instead of the preferences granted herein.

(i) *Purview and administration of this policy.* OMB shall be responsible for developing, implementing and maintaining administrative procedures in support of this policy.

(j) *Limitations.*

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Purchasing Manual.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Purchasing Manual.

(4) The provisions of this ordinance shall not apply to contracts made under the Consultants Competitive Negotiation ACT (CCNA), Section 287.55, Florida Statutes.

(5) The provisions of this section shall not be applied to any procurement where the local nature of a business has been addressed through the scoring criteria.

(k) *Incorporation into City of Port St. Lucie Purchasing Manual.* Upon adoption, the provisions of the local preference policy and procedures shall be incorporated into the City of Port St. Lucie Purchasing Manual.

(Ord. No. 10-26, § 1, passed 5-24-10)

Lisa Lawrence

From: Sherman Conrad
Sent: Friday, April 13, 2012 2:57 PM
To: Lisa Lawrence
Cc: Mike Kendrick
Subject: AGENDA REQUEST ITEM-CHEMICAL, FERTILIZER & IPM SRVS
Attachments: sharp@cityofpsl.com_20120413_131501.pdf

Per your request, attached please find a revised Agenda Request Item with my approval denoted. Thanks!

-----Original Message-----
From: Sharp Scanner On Behalf Of sharp@
Sent: Friday, April 13, 2012 2:15 PM
To: Sherman Conrad
Subject: Scanned image from MX-3501N

Reply to: sharp@cityofpsl.com <sharp@cityofpsl.com> Device Name: Not Set Device Model: MX-4501N
Location: Not Set

File Format: PDF MMR(G4)
Resolution: 600dpi x 600dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader4.0 or later version, or Adobe(R)Reader(TM) of Adobe Systems Incorporated to view the document.
Acrobat(R)Reader4.0 or later version, or Adobe(R)Reader(TM) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

http://www.adobe.com/

PORT ST. LUCIE PARKS & RECREATION

Memorandum

To: Sherman Conrad, Director of Parks and Recreation SC

From: Mike Kendrick, Turf Crew Supervisor MK

Date: March 15, 2012

Re: Recommended Contract Award to Apex Pest Control SB #20110110R

Recommend that we award the Chemical Services for Lawn, Tree, and Scrub Care contract number #20110110R to the lowest bidder, Apex Pest Control. There were concerns regarding the bid price for the Integrated Pest Management (IPM); the Contractor was contacted and feels that the bid price given will be enough to provide excellent service and quality workmanship. In the event that the Contractors services are not provided as specifically outlined in the contract, the award will be given to the second lowest bidder.

DEPARTMENT	FUNDING CODES	ANNUAL TOTALS
City Hall:	001-1900-53400	$ 1,493.34
Police Headquarters/Rosser	001-2105-53400	$ 4,533.33
Building Department	421-2405-53400	$ 1,493.34
Community Center	001-7210 -53400 7201	$ 3,800.00

If you have any questions or need additional information, please do not hesitate to contact me.

MK/

CITY OF PORT SAINT LUCIE
CONTRACT FORM

This CONTRACT, executed this_____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, a FLORIDA municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and ***Apex Pest Control, Inc., 1180 US Highway 1, Suite #105, Rockledge, FL 32955,*** **Telephone No. (321) 459-2847 - Fax No. (321) 631-0628**, hereinafter called "Contractor," party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

The Contractor shall practice Integrated Pest Management (IPM) Principles. The City considers IPM as an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property and the environment. When applying IPM Methods, the City believes in using a multi-tactic approach that integrates the four methods of pest management: cultural, physical, biological and chemical control, to combat pests. The Contractor will also adopt Best Management Practices (BMP) relative to nutrient usage. General Guidelines include taking soil and leaf tests before applying nutrients, reducing the use of phosphate and nitrogen, using a controlled release fertilizer, applying a minimum of fertilizer in the summer rainy season and creating a ten (10) to fifteen (15) foot border between areas where fertilizer are applied near bodies of water.

CONTRACT SUPERVISOR

As used herein the Contract Supervisor for work to be performed at City Hall, the Community Center and the Western Regional Police Department shall mean Mike Kendrick, at (772) 370-3901, or his designee.

SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications **#20110110R, Chemical Services for Lawn, Tree and Shrub Care,** including the Florida Green Industries, Best Management Practices pages number 1 thru 68 are hereby incorporated by this reference. The City, on an as-need basis, may add areas to this description at the "per 1000 sq. ft" rate for each service listed.

Premises – 3.2

City Hall Complex	Community Center	Western Regional Police Station
121 SW Port St Lucie Blvd.	2195 SE Airoso Blvd.	2950 SW Rosser Blvd
Port St Lucie, FL	Port St Lucie, FL	Port St Lucie, FL
Approximately 5 acres/	Approximately 1.5 acres/	Approximately 1 acre/
217,800 sq. ft.	65,340 sq. ft.	43,560 sq. ft.

Specific Duties for 3.2 Premises

- **Fertilization of St Augustine** eight (8) applications per year.
  - Granular applications will be four (4) times per year
    - Granular applications are to be a minimum of 50% Slow Release PSCU at a rate of (one) 1 lb per 1,000 square feet.

- Foliar (liquid) turf applications will be four (4) times per year.
  - Broadleaf weed control, insect control, fungus control to be done as needed to minimize loss of vigor and/or appearance. Complete fertilization with micro-nutrients will be applied in foliar application in a timely and seasonal manner.

- **Fertilization of Bahia Turf** two (2) applications per year.
  - A 50% slow release fertilizer high in Fe, Mn, Mag, will be applied at 1 lb of N per 1,000 square feet.
-
- **Palms, trees and shrubs** will be fertilized two (2) times per year. This fertilizer will be slow release, high in Mn, Mag., and a balanced micro and secondary nutrient package.

- **Integrated Pest Management** will be two (2) times monthly and treatments will be made to insure the health and vigor of all plant material. Detailed monthly reports per site will be submitted to the contract supervisor at the end of each month. Treatments to existing problem areas will be done in cooperation with the Parks and Recreation Department Inspector authorization.

Note: All fertilizer applications must adhere to BMP (Best Management Practices) as out-lined DEP manual for the Green Industry (see City Ordinance 10-12).

SECTION II
TIME OF PERFORMANCE

Contract period shall commence **June 1, 2012** and terminate thirty-six (36) months later on **May 30, 2015**, with an option to renew for three (3) – one (1) year terms. The Contract In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered. Contract period shall commence

SECTION III
COMPENSATION

The City will disburse payment upon completion of service as listed below, provided Contract Supervisor approves invoice as provided in Section XII. Invoices will be charged on service provided. Contractor shall invoice the City for the $10.00 indemnification payment and said invoice shall accompany the signed Contracts. The terms of this contract apply until all work is complete.

For Premises Listed in 3.2 and Specifications as Listed in Section 3.3 – Mike Kendrick

Areas Listed in 3.2 Scope	1. City Hall Complex p/Application	Estimated p/Year	1.City Hall Complex Annual
Lawn Care (St Augustine)	$320.00	x8	$2,560.00
Lawn Care (Bahia)	$60.00	x2	$120.00
Palm, Tree and Shrubs	$300.00	x2	$600.00
**IPM	$50.00	x24	$1,200.00
Sub-Total			$4,480.00

	2. Community Center p/Application	Estimated p/Year	2. Community Center Annual
Lawn Care (St Augustine)	$250.00	x8	$2,000.00
Lawn Care (Bahia)	$150.00	x2	$300.00
Palm, Tree and Shrubs	$150.00	x2	$300.00
**IPM Services	$50.00	x24	$1,200.00
Sub-Total			$3,800.00
	3. Rosser/Western Regional PD p/Application	**Estimated p/Year**	**3. Rosser/Western Regional Annual**
Lawn Care (St Augustine)	$160.00	x8	$1,280.00
Lawn Care (Bahia)	$140.00	x2	$280.00
Palm, Tree and Shrubs	$140.00	x2	$280.00
**IPM Services	$50.00	x24	$1,200.00
Sub-Total			$3,040.00
		Total Annual Contract for 3.2:	**$11,320.00 p/year**

**IPM - Monthly inspections and Treatment with Follow up as required.

The City will base compensation for additional areas, on unit prices above when listed. The City will support compensation for other applications, only upon City approval of submitted quotation(s).

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th day of the month, and payments shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit based on personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

SECTION IV
CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V
INDEMNIFICATION/INSURANCE

The Contractor shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, intentionally or wrongful conduct of the Contractor and all persons employed or utilized by the Contractor in the performance of the Contract. As consideration for this indemnity provision the Contractor shall be paid the sum of $10.00 (ten dollars), which will be included to the Contract price and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes.

Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of $1,000,000 per claim, $2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability, Broad Form Property Damage Endorsements and Pesticide and Herbicide Applicator Coverage endorsement CG 22 64 . Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a FLORIDA municipal corporation, its officers, employees and agents, and Contract **#20110110R**. Said

policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on 'Non-Follow Form', the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. All Change Order Documents shall contain the existing Purchase Order number as well as the Contract number.

SECTION VIII
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

SECTION IX
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

All hardscape, sidewalk, and curbing must be blown off, as to remove all granular fertilizer from causing possible staining and/or safety issues.

SECTION X
NOTICE OF PERFORMANCE

When Contractor has performed required work, Contractor shall submit a request for inspection in writing to the Contract Supervisor.

SECTION XI
DELIVERY DOCUMENTATION

"Not Applicable"

SECTION XII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required work has been performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance. If such inspection shows that the required work has been performed in accordance with terms and conditions of the Contract documents and that the work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

Integrated Pest Management (IPM) Warranty - Upon commencement of IPM, the Contractor shall warranty all plant materials at 100% replacement value, *unless the plant material is damaged by mechanical means, water deficiency, herbicide spraying or natural life cycle. Additionally this excludes all palms and trees with a caliper in excess of 8" inches.*

SECTION XIII
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

Condition Survey of Lawn and Turf - Prior to the commencement of the term of the Contract authorized representatives of the Contractor and the City shall perform a condition survey of all lawn, turf, and exterior plantings at each of the designated areas of the City covered by the agreement to establish the condition of such exterior plantings on the commencement of the agreement. The Contractor shall prepare and the City shall sign a report of this condition survey, which shall describe the condition and location of all unhealthy lawn, turf or plantings.

SECTION XIV
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract. Should Contractor lose his license, he will notify the city immediately.

- **All applicators must have their pesticide license or certification with them at all times when applying any product.**

- **Proper Pest Control Operator (PCO) license is required. Endorsements are required as listed below:**
  - **Ornamental and Turf Applications**

- **Best Management Practices (BMP) license is required or received within six (6) months of execution of contract.**

SECTION XV
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed. The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees at all times shall wear company uniforms, safety vests, safety boots and safety glasses. The Contractor shall remedy all damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Selected Bidder's employees, or subcontractor, or anyone directly or indirectly employed by said parties. **Refer to FDOT moving MOT standards.**

SECTION XVI
ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVII
TERMINATION AND DELAYS

A. Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred in completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor shall be liable to the City for any additional cost incurred for such material. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Excusable Delays. The right of the Contractor to proceed shall not be terminated for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

C. City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and cancel all related existing third party Contracts.

SECTION XVIII
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XIX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XX
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port St. Lucie performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXI
RENEWAL OPTION

In the event Contractor offers in writing three (3) months prior to the termination of this Contract, to provide the identical services, The City may extend this Contract for up to three (3) – one (1) year terms as per **Section II.** The City agrees to an annual price determination increase or decrease, based on the U.S. Dept of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers (CPI-U) to be reviewed on the anniversary date of this contract using the CPI-U release of April's index.

(BALANCE OF SHEET LEFT BLANK INTENTIONALLY)

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract at the City of Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

ATTEST:
By: _____
City Clerk

By: _____
Apex Pest Control, Inc.

State of: _____
County of: _____

Before me personally appeared: _____)
(Please print)

Please check one:
Personally known _____
Produced Identification: _____
(Type of identification)

Identification No.: _____

And known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that, _____ executed said instrument for the purposes therein expressed.
(He/she)

WITNESS my hand and official seal, this _____ day of _____, 2012.

_____
Notary Signature

Notary Public, State of _____ at Large.

My Commission Expires: _____.

(*Seal*)

Lisa Lawrence

From: Julian Aldarondo
Sent: Tuesday, April 17, 2012 11:01 AM
To: Lisa Lawrence
Cc: James Angstadt; John Dunton
Subject: RE: IPM Recommendation Coast to Coast Pest Control

Approved per Patricia Roebling as is. Thanks!

Julian Aldarondo, Office Manager
City of Port St. Lucie, Engineering Department
121 S.W. Port St. Lucie Blvd, Building B Port St. Lucie, Florida 34984
(772) 871-5175

-----Original Message-----
From: Lisa Lawrence
Sent: Tuesday, April 17, 2012 9:01 AM
To: Patricia Roebling; Julian Aldarondo
Subject: FW: IPM Recommendation Coast to Coast Pest Control

Good morning Patricia -

Please review the attached items. I need your approval to go to Council and I need to turn this in to CM office today.

Thank you,

Lisa Marie Lawrence, Contract Specialist Office of Management & Budget City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Building "A"- Suite #390
Port St. Lucie, Fl 34984
*(o) 772-871-5222** *(f) 772-871-7337*
llawrence@cityofpsl.com

-----Original Message-----
From: Cheryl Shanaberger
Sent: Monday, April 16, 2012 3:08 PM
To: Lisa Lawrence
Subject: FW: IPM Recommendation Coast to Coast Pest Control

CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association

"A City for All Ages"

To: Cheryl Shanaberger, Deputy Director OMB

Thru: James Angstadt, P.E. Engineering Department JEA

From: John Dunton, Manager Engineering Department JD

Date: April 16, 2012

Re: Recommendation of Award – Coast to Coast Pest Control
Bid No. 20110110R-LL

The Engineering Department currently manages a contract for the supply and application of chemicals and fertilizers using Integrated Pest Management (IPM) principles. The current contract requires the vendor to apply fertilizer to plants, trees, shrubs and turf (Bahia) throughout the City twice annually (six times for St. Augustine turf). The IPM portion of the contract involves a visual inspection, undertaken 12 times annually, which includes detailed monthly reports outlining current conditions on the landscaping in the City. Pesticides are applied on an as needed basis depending on the results of the visual inspections. This contract was initiated in October 2008 and has reached the end of its contract time. The terms of this agreement is for three (3) years initially, with and option to renew annually not to exceed three (3) additional years total.

Bids for this project were received on February 27, 2012 with six vendors submitting proposals. The Engineering Department has reviewed the bid tabulation sheet and we recommend that Coast to Coast Pest Control be awarded the Engineering Department portion of this contract as the vendor who will provide the best value to the City by exercising *City Ordinance 35.12* (Local Preference).

We hereby request that this award recommendation be scheduled for the next available City Council meeting for their review and consideration. This contract is funded by Acct. No. 104/401-4127-534117 with an annual expenditure of $149,600.00. If you have any questions or require additional information, please do not hesitate to contact me.

JD/

cc: Jesus Merejo – Utility Systems Director
Patricia Roebling, P.E. – City Engineer
Kimberly Graham, P.E. – Assistant City Engineer
Dave Pollard, Director of OMB

S:\Jim\12-04-05 Memo OMB Apex Award.doc

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, FL 34984-5099 • 772/871-5177 • 772/871-5100
Fax 772/871-5289
TDD Line • 772/344-4222

Lisa Lawrence

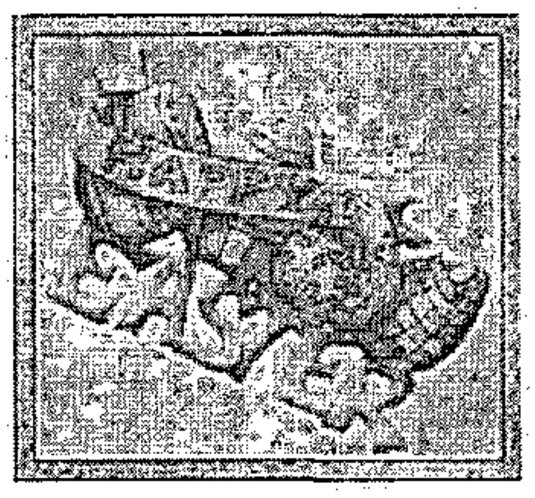
From: Coast to Coast [coast_2coast@bellsouth.net]
Sent: Monday, April 16, 2012 10:10 AM
To: Lisa Lawrence
Subject: RE: 20110110R - Chemical Fertilizer and IPM Services

Please reduce the monthly IPM fee by $33.00.
Thank you,
Marie

From: Lisa Lawrence [mailto:LLawrence@cityofpsl.com]
Sent: Friday, April 13, 2012 9:22 AM
To: 'Coast to Coast'
Subject: RE: 20110110R - Chemical Fertilizer and IPM Services

Please advise me as to where you will be reducing your bid by the $396.00 so that I may complete the contract.

Lisa Marie Lawrence, Contract Specialist
Office of Management & Budget
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Building "A"- Suite #390
Port St. Lucie, Fl 34984
*(o) 772-871-5222 * (f) 772-871-7337*
llawrence@cityofpsl.com



From: Coast to Coast [mailto:coast_2coast@bellsouth.net]
Sent: Thursday, April 12, 2012 4:33 PM
To: Lisa Lawrence
Cc: Cheryl Shanaberger; James Angstadt; John Dunton
Subject: RE: 20110110R - Chemical Fertilizer and IPM Services

Yes will meet the price for the city. Please let me know as to when the additional work will be sent out for bid.
Respectfully,

Marie Kimball

Coast to Coast Pest Control
Coast to Coast Landscaping
South East Irrigation
East Coast Tree Company
P.O. Box 651477
815 10th Crt SW
Vero Beach, FL 32965
(772) 562-6249
(772) 562-7878 fax

From: Lisa Lawrence [mailto:LLawrence@cityofpsl.com]
Sent: Thursday, April 12, 2012 12:22 PM
To: 'Coast to Coast'
Cc: Cheryl Shanaberger; James Angstadt; John Dunton
Subject: 20110110R - Chemical Fertilizer and IPM Services
Importance: High

Good morning Jeff –

With regards to the Coast to Coast bid for the Chemical, Fertilizer and IPM Service – Section 3.4 portion, the low bidder has presented the City with a bid of $149,600.00 and as per the City Ordinance #35.12 Local Preference, is Coast to Coast willing to meet that price for the City?

I would like to advise you that the "Additional Work" portion of the bid will not be included in the contract and will be going out to bid.

Please review your bid and respond back to me by Tuesday 4/17/2012.

Thank you.

Lisa Marie Lawrence, Contract Specialist
Office of Management & Budget
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Building "A"- Suite #390
Port St. Lucie, Fl 34984
*(o) 772-871-5222 * (f) 772-871-7337*
llawrence@cityofpsl.com

Lisa Lawrence

From: Coast to Coast [coast_2coast@bellsouth.net]
Sent: Thursday, April 12, 2012 4:33 PM
To: Lisa Lawrence
Cc: Cheryl Shanaberger; James Angstadt; John Dunton
Subject: RE: 20110110R - Chemical Fertilizer and IPM Services

Yes will meet the price for the city. Please let me know as to when the additional work will be sent out for bid.
Respectfully,

Marie Kimball
Coast to Coast Pest Control
Coast to Coast Landscaping
South East Irrigation
East Coast Tree Company
P.O. Box 651477
815 10th Crt SW
Vero Beach, FL 32965
(772) 562-6249
(772) 562-7878 fax

From: Lisa Lawrence [mailto:LLawrence@cityofpsl.com]
Sent: Thursday, April 12, 2012 12:22 PM
To: 'Coast to Coast'
Cc: Cheryl Shanaberger; James Angstadt; John Dunton
Subject: 20110110R - Chemical Fertilizer and IPM Services
Importance: High

Good morning Jeff –

With regards to the Coast to Coast bid for the Chemical, Fertilizer and IPM Service – Section 3.4 portion, the low bidder has presented the City with a bid of $149,600.00 and as per the City Ordinance #35.12 Local Preference, is Coast to Coast willing to meet that price for the City?

I would like to advise you that the "Additional Work" portion of the bid will not be included in the contract and will be going out to bid.

Please review your bid and respond back to me by Tuesday 4/17/2012.

CITY OF PORT SAINT LUCIE
CONTRACT FORM

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, a FLORIDA municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and ***Coast to Coast Pest Control, Inc., 815 10th Court, S.W., Vero Beach, FL 32965,*** **Telephone No. (772) 562-6249 - Fax No. (772) 562-7878**, hereinafter called "Contractor," party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

The Contractor shall practice Integrated Pest Management (IPM) Principles. The City considers IPM as an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property and the environment. When applying IPM Methods, the City believes in using a multi-tactic approach that integrates the four methods of pest management: cultural, physical, biological and chemical control, to combat pests. The Contractor will also adopt Best Management Practices (BMP) relative to nutrient usage. General Guidelines include taking soil and leaf tests before applying nutrients, reducing the use of phosphate and nitrogen, using a controlled release fertilizer, applying a minimum of fertilizer in the summer rainy season and creating a ten (10) to fifteen (15) foot border between areas where fertilizer are applied near bodies of water.

CONTRACT SUPERVISOR

As used herein the Contract Supervisor for work involving roadways and medians shall mean John Dunton at (772) 344-4035 or his designee.

SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications **#20110110R, Chemical Services for Lawn, Tree and Shrub Care,** including the Florida Green Industries, Best Management Practices pages number 1 thru 68 are hereby incorporated by this reference. The City, on an as-need basis, may add areas to this description at the "per 1000 sq. ft" rate for each service listed.

Note: All fertilizer applications must adhere to BMP (Best Management Practices) as out-lined in the DEP manual for the Green Industry (see City Ordinance 10-12).

Premises and Services Required-(PTS) Plants, Trees, Shrubs (RROW) Road Right of Way

- GATLIN 303,500 SQ'- ST AUGUSTINE MEDIAN WITH PTS
- MIDPORT 152,460 SQ'- ST AUGUSTINE MEDIAN WITH PTS
- BAKERSFIELD 21,780 SQ'- ST AUGUSTINE ENTRY WITH PTS
- ST LUCIE WEST BLVD 243,580 SQ'- ST AUGUSTINE MEDIAN WITH PTS
- HEATHERWOOD 32,670 SQ'- ST AUGUSTINE MEDIAN WITH PTS

• N CASHMERE	21,780 SQ'-	ST AUGUSTINE MEDIAN WITH PTS
• CROSSTOWN (SEGMENT 2-5)	902,788 SQ' -	BAHIA MEDIAN PTS
• CROSSTOWN (SEGMENT 3)	141,579 SQ'-	ST AUGUSTINE MEDIAN AND RROW WITH PTS
• MORNINGSIDE	87,120 SQ'-	ST AUGUSTINE PTS
• BECKER EAST	43,560 SQ'-	ST AUGUSTINE MEDIAN WITH PTS
• BECKER (1-4)	123,000 SQ'-	PTS
• BECKER I-95	541,000 SQ'-	BAHIA PTS
• WESTMORELAND (PSL TO CAMBRIDGE)	32,670 SQ'-	ST AUGUSTNE MEDIAN WITH PTS
	21,780 SQ'-	BAHIA RROW WITH PTS
• LYNGATE	43,560 SQ'-	BAHIA MEDIAN WITH PTS
	10,890 SQ'-	PTS IN RROW
• WESTMORELAND	174,240 SQ'-	BAHIA MEDIAN WITH PTS
• MORNINGSIDE	307,940 SQ'-	BAHIA MEDIAN WITH PTS
	21,780 SQ'-	RROW WITH PTS
• PSL BLVD	261,360 SQ'-	BAHIA MEDIAN WITH PTS
• PINE VALLEY	152,460 SQ'-	BAHIA MEDIAN WITH PTS
• VILLAGE GREEN	76,230 SQ'-	BAHIA MEDIAN WITH PTS
	21,780 SQ'-	RROW WITH PTS
• TIFFANY	43,560 SQ'-	BAHIA MEDIAN WITH PTS
• PRIMA VISTA	77,615 SQ'-	BAHIA MEDIAN WITH PTS
	10,890 SQ'-	RROW WITH PTS
• SANDIA	10,890 SQ'-	BAHIA MEDIAN WITH PTS
• SELVIZ	8,850 SQ'-	PTS
• LAKEHURST	21,780 SQ'-	BAHIA MEDIAN WITH PTS
• AIROSO	370,260 SQ'-	BAHIA MEDIAN WITH PTS
	32,670 SQ'-	RROW WITH PTS
• LANDALE	21,780 SQ'-	BAHIA MEDIAN WITH PTS
• LENNARD	130,680 SQ'-	BAHIA MEDIAN WITH PTS
• US 1	326,700 SQ'-	BAHIA MEDIAN WITH PTS
• WALTON RD	16,700 SQ'-	PTS
• PATIO STA	6,540 SQ'-	PTS
• CITY CENTER	172,000 SQ'-	ST.AUGUSTINE
	42,000 SQ'-	PTS
• S CASHMERE	13,740 SQ'-	BAHIA MEDIAN WITH PTS
• COMMERCE	4,500 SQ'-	BAHIA PTS
• CALIFORNIA	43,560 SQ'-	BAHIA MEDIAN WITH PTS
• PEACOCK	60,450 SQ'-	BAHIA MEDIAN WITH PTS
• BAYSHORE	130,680 SQ'-	MEDIAN WITH PTS
• ROSSER	32,670 SQ'-	MEDIAN AND RROW WITH PTS
• FLORESTA	10,890 SQ'-	RROW WITH PTS
• SAVONA EARL MELALEUCA	21,780 SQ'-	RROW AND ROUNDABOUT WITH PTS
• SOUTHBEND	54,450 SQ'-	RROW WITH PTS
• GLENWOOD	21,780 SQ'-	RROW WITH PTS
• N. VILLAGE PARKWAY	28,000 SQ'-	PTS
• S. VILLAGE PARKWAY	135,300 SQ'-	PTS

- IMPORT RETENTION 43,560 SQ'- PTS
- DARWIN
  CASHMERE (SIGNS) 10,890 SQ'- RROW WITH PTS
  ST. JAMES

1,252,699 SQ'- TOTAL – ST. AUGUSTINE * 4,391,973 SQ'- TOTAL - PTS BAHIA

Specific Duties for 3.4 Premises-

- **Fertilization of St Augustine** six (6) applications per year.
  - Granular applications will be two (2) times per year
    - Granular applications are to be a minimum of 50% Slow Release PSCU at a rate of 1.5 lbs per 1,000 square feet.
  - Foliar (liquid) turf applications will be four (4) times per year.
    - Broadleaf weed control, insect control, fungus control to be done as needed to minimize loss of vigor and/or appearance. Complete fertilization with micro-nutrients will be applied in foliar application in a timely and seasonal manner.

- **Fertilization of Bahia Turf** two (2) applications per year.
  - A 50% slow release fertilizer high in Fe, Mn, Mag, will be applied at 1 lb of N per 1,000 square feet.

- **Palms, trees and shrubs** will be fertilized two (2) times per year. This fertilizer will be slow release, high in Mn, Mag., and a balanced micro and secondary nutrient package.

- **Integrated Pest Management** will be one (1) time per month and treatments will be made to insure the health and vigor of all plant material. Detailed monthly reports (City to supply sample of) per site will be submitted to the contract supervisor at the end of each month. Additionally, the contractor will provide soil moisture samples per site. Treatments to existing problem areas will be done in cooperation with the Department Inspector's authorization. Pesticide and fertilizer quantities used will be included by sight in the monthly report by application date.

SECTION II
TIME OF PERFORMANCE

Contract period shall commence **June 1, 2012** and terminate thirty-six (36) months later on **May 30, 2015**, with an option to renew for three (3) – one (1) year terms. The Contract In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

SECTION III
COMPENSATION

The City will disburse payment upon completion of service as listed below, provided Contract Supervisor approves invoice as provided in Section XII. Invoices will be charged on service provided. Contractor shall invoice the City for the $10.00 indemnification payment and said invoice shall accompany the signed Contracts. The terms of this contract apply until all work is complete.

For Premises Listed in 3.4 and Specifications as Listed in Section 3.5:

Areas Listed in 3.4 Scope	Per Application	Estimated p/Year	Annual
Lawn Care (St Augustine)	$3,666.00	x6	$21,996.00
Lawn Care (Bahia)	$3,000.00	x2	$6,000.00
Palm, Tree and Shrubs	$25,000.00	x2	$50,000.00
**IPM Services	$5,967.00	x12	$71,604.00
		Total Annual Contract for 3.4:	**$149,600.00 p/year**

**IPM - Monthly inspections and Treatment with Follow up as required.

The City will base compensation for additional areas, on unit prices above when listed. The City will support compensation for other applications, only upon City approval of submitted quotation(s).

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th day of the month, and payments shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit based on personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

SECTION IV
CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V
INDEMNIFICATION/INSURANCE

The Contractor shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, intentionally or wrongful conduct of the Contractor and all persons employed or utilized by the Contractor in the performance of the Contract. As consideration for this indemnity

provision the Contractor shall be paid the sum of $10.00 (ten dollars), which will be included to the Contract price and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes.

Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of $1,000,000 per claim, $2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability, Broad Form Property Damage Endorsements and Pesticide and Herbicide Applicator Coverage endorsement CG 22 64 . Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a FLORIDA municipal corporation, its officers, employees and agents, and **Contract #20110110R**. Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on 'Non-Follow Form', the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. All Change Order Documents shall contain the existing Purchase Order number as well as the Contract number.

SECTION VIII
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

SECTION IX
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

All hardscape, sidewalk, and curbing must be blown off, as to remove all granular fertilizer from causing possible staining and/or safety issues.

SECTION X
NOTICE OF PERFORMANCE

When Contractor has performed required work, Contractor shall submit a request for inspection in writing to the Contract Supervisor.

SECTION XI
DELIVERY DOCUMENTATION

"Not Applicable"

SECTION XII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required work has been performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance. If such inspection shows that the required work has been performed in accordance with terms and conditions of the Contract documents and that the work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

Integrated Pest Management (IPM) Warranty - Upon commencement of IPM, the Contractor shall warranty all plant materials at 100% replacement value, *unless the plant material is damaged by mechanical means, water deficiency, herbicide spraying or natural life cycle. Additionally this excludes all palms and trees with a caliper in excess of 8" inches.*

SECTION XIII
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

Condition Survey of Lawn and Turf - Prior to the commencement of the term of the Contract authorized representatives of the Contractor and the City shall perform a condition survey of all lawn, turf, and exterior plantings at each of the designated areas of the City covered by the agreement to establish the condition of such exterior plantings on the commencement of the agreement. The Contractor shall prepare and the City shall sign a report of this condition survey, which shall describe the condition and location of all unhealthy lawn, turf or plantings.

SECTION XIV
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract. Should Contractor lose his license, he will notify the city immediately.

♦ All applicators must have their pesticide license or certification with them at all times when applying any product.

♦ Proper Pest Control Operator (PCO) license is required. Endorsements are required as listed below:

♦ Ornamental and Turf Applications

♦Best Management Practices (BMP) license is required or received within six (6) *months of* execution of contract.

SECTION XV
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed. The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees at all times shall wear company uniforms, safety vests, safety boots and safety glasses. The Contractor shall remedy all damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Selected Bidder's employees, or subcontractor, or anyone directly or indirectly employed by said parties. **Refer to FDOT moving MOT standards.**

SECTION XVI
ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVII
TERMINATION AND DELAYS

A. Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred in completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor shall be liable to the City for any additional cost incurred for such material. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Excusable Delays. The right of the Contractor to proceed shall not be terminated for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned

tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

C. City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and cancel all related existing third party Contracts.

SECTION XVIII
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XIX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XX
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port St. Lucie performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXI
RENEWAL OPTION

In the event Contractor offers in writing three (3) months prior to the termination of this Contract, to provide the identical services, The City may extend this Contract for up to three (3) – one (1) year terms as per **Section II.** The City agrees to an annual price determination increase or decrease, based on the U.S. Dept of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers (CPI-U) to be reviewed on the anniversary date of this contract using the CPI-U release of April's index.

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract at the City of Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

ATTEST:
By: _____
City Clerk

By: _____
Coast to Coast Pest Control, Inc.

State of: _____
County of: _____

Before me personally appeared: _____)
(Please print)

Please check one:
Personally known _____
Produced Identification: _____
(Type of identification)

Identification No.: _____

And known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(He/she)

WITNESS my hand and official seal, this _____ day of _____, 2012.

_____
Notary Signature

Notary Public, State of _____ at Large.

My Commission Expires: _____.

(*Seal*)

#20110110R-LL
Chemical, Fertilizer IPM Services

Bid Tabulation

		Coast to Coast Pest Control, Inc				TruGreen Limited Partnership				NativeGreen Pest Control			
		St Augustine Turf Care	Bahia Turf Care	Palm, Tree & Shrub Care	Total	St Augustine Turf Care	Bahia Turf Care	Palm, Tree & Shrub Care	Total	St Augustine Turf Care	Bahia Turf Care	Palm, Tree & Shrub Care	Total
	For Premises in 3.2												
1	City Hall Complex/per application	$ 4,080.00	$ 2,000.00	$ 2,000.00	$ 8,080.00	$ 3,200.00	$ 110.00	$ 1,000.00	$ 4,310.00	$ 6,000.00	$ -	$ 500.00	$ 6,500.00
1a	IPM/per treatment				$ 7,920.00				$ 1,680.00				$ 1,920.00
2	Community Center/per application	$ 3,008.00	$ 1,000.00	$ 1,000.00	$ 5,008.00	$ 2,400.00	$ 100.00	$ 300.00	$ 2,800.00	$ 1,200.00	$ -	$ 250.00	$ 1,450.00
2a	IPM/per treatment				$ 4,992.00				$ 1,680.00				$ 1,800.00
3	Rosser Regional PD/per application	$ 2,000.00	$ 500.00	$ 500.00	$ 3,000.00	$ 800.00	$ 100.00	$ 250.00	$ 1,150.00	$ 360.00	$ -	$ 170.00	$ 530.00
3a	IPM/per treatment				$ 3,000.00				$ 1,680.00				$ 1,080.00
	Total of Items 1-6				**$ 32,000.00**				**$ 13,300.00**				**$ 13,280.00**
	For Premises in 3.4	St Augustine Turf Care	Bahia Turf Care	Palm, Tree & Shrub Care	Total	St Augustine Turf Care	Bahia Turf Care	Palm, Tree & Shrub Care	Total	St Augustine Turf Care	Bahia Turf Care	Palm, Tree & Shrub Care	Total
4	Areas listed in 3.4/per application 1lb	$ 21,996.00	$ 6,000.00	$ 50,000.00	$ 77,996.00	$ 34,800.00	$ 36,360.00	$ 66,960.00	$ 138,120.00	$ 30,000.00	$ -	$ 48,000.00	$ 78,000.00
5	IPM Inspections/per inspection				$ 72,000.00				$ 39,600.00				$ 120,000.00
	Total for Items 9 & 10				**$ 149,996.00**				**$ 177,720.00**				**$ 198,000.00**
6	Accepts Visa	Yes				-				No			
7	Bid bond	Yes				Yes				Yes			
8	Discount for using Visa	-				-				-			
9	Insurance Certificates	Yes				Yes				No WC			
10	Accepts Contract Terms & Conditions	Yes				Yes				Yes			
11	Reference Check Form	Yes				Yes				Yes			
12	Drug Free Workplace Form	Yes				Yes				Yes			
13	Checklist	Yes				Yes				Yes			
14	MSDS	Yes				Yes				Yes			
15	Company & Employee Licenses	Yes				Yes				Yes			
16	**Total Bid 3.2+3.4:**				**$ 181,996.00**				**$ 191,020.00**				**$ 211,280.00**

#20110110R-LL
Chemical, Fertilizer IPM Services

Bid Tabulation

		ProScape Inc.				Apex Pest Control				ValleyCrest Landscape Maintenance			
		St Augustine Turf Care	Bahia Turf Care	Palm, Tree & Shrub Care	Total	St Augustine Turf Care	Bahia Turf Care	Palm, Tree & Shrub Care	Total	St Augustine Turf Care	Bahia Turf Care	Palm, Tree & Shrub Care	Total
	For Premises in 3.2												
1	City Hall Complex/per application	$ 7,094.96	$ 460.00	$ 675.00	$ 8,229.96	$ 2,560.00	$ 120.00	$ 600.00	$ 3,280.00	$ 3,640.00	$ 504.00	$ 6,216.00	$ 10,360.00
1a	IPM/per treatment				$ -				$ 1,200.00				$ 1,200.00
2	Community Center/per application	$ 2,168.88	$ 108.20	$ 78.40	$ 2,355.48	$ 2,000.00	$ 300.00	$ 300.00	$ 2,600.00	$ 640.00	$ 240.00	$ 1,272.00	$ 2,152.00
2a	IPM/per treatment				$ 3,136.32				$ 1,200.00				$ 600.00
3	Rosser Regional PD/per application	$ 1,364.64	$ 77.54	$ 71.88	$ 1,514.06	$ 1,280.00	$ 280.00	$ 280.00	$ 1,840.00	$ 816.00	$ 272.00	$ 1,632.00	$ 2,720.00
3a	IPM/per treatment				$ 2,090.88				$ 1,200.00				$ 600.00
	Total of Items 1-6				**$ 17,326.70**				**$ 11,320.00**				**$ 17,632.00**
	For Premises in 3.4	**St Augustine Turf Care**	**Bahia Turf Care**	**Palm, Tree & Shrub Care**	**Total**	**St Augustine Turf Care**	**Bahia Turf Care**	**Palm, Tree & Shrub Care**	**Total**	**St Augustine Turf Care**	**Bahia Turf Care**	**Palm, Tree & Shrub Care**	**Total**
4	Areas listed in 3.4/per application 1lb	$ 37,645.98	$ 33,716.50	$ 13,181.62	$ 84,544.10	$ 56,400.00	$ 43,200.00	$ 32,000.00	$ 131,600.00	$ 46,956.00	$ 34,077.00	$ 33,967.00	$ 115,000.00
5	IPM Inspections/per inspection				$ 85,241.40				$ 18,000.00				$ 48,000.00
	Total for Items 9 & 10				**$ 169,785.50**				**$ 149,600.00**				**$ 163,000.00**
6	Accepts Visa	Yes				No				No			
7	Bid bond	Yes				Yes				Yes			
8	Discount for using Visa	-				-				-			
9	Insurance Certificates	Yes				Yes				Yes			
10	Accepts Contract Terms & Conditions	Yes				Yes				Yes			
11	Reference Check Form	Yes				Yes				Yes			
12	Drug Free Workplace Form	Yes				Yes				Yes			
13	Checklist	Yes				Yes				Yes			
14	MSDS	Yes				Yes				Yes			
15	Company & Employee Licenses	Yes				Yes				Yes			
16	**Total Bid 3.2+3.4:**				**$ 187,112.20**				**$ 160,920.00**				**$ 180,632.00**

CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID OPENING LOG

BID # 20110110R-LL
OPENED: February 27, 2012
TIME: 3:00:00pm.

BID TITLE: Chemicals, Fertilizer & IPM Services

The following vendor(s) submitted proposals:

Bidders Name	3.2 Scope	3.4 Scope	Total
Native Green	$ 13,280.	$ 198,000	$ 198,000.
Valley Crest Landscape	$ 17432	$ 163,000	$ 180,000.
ProScape Inc.	$ 27781.10	$ 169785.50	
TruGreen	$ 13,300.	$ 177720.00	
Apex Pest Control	$ 11320.00	$ 149600.00	
Coast to Coast	$ 32,000.	$ 149896.00	

The following vendor's submitted a "No Bid":

Number of Companies Notified: 550.....
Number of Bid Documents Distributed: .....
Number of Bids Received: .....6.....

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

BID OPENING ATTENDANCE
20110110R-LL
Chemical, Fertilizer and IPM Services
February 27, 2012 @ 3:00 p.m.

	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1.	Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2.	Rafael Rodriguez	Proscape.	RRodriguez@Proscape.BIZ	Ph: 772-480-8904 Fax:
3.	Tony Mansueti	TruGreen	tonymansueti@trugreenmail.com	Ph: 772-473-8823 Fax:
4.	BRUCE HOFFMAN	Valley Crest	Bhoffman@valleycrest.com	Ph: 772 267 6825 Fax:
5.	Michael Austin	APet	Jim@APetPest.com	Ph: 561-241-7616 Fax:
6.	DENNIS SCHWENTNER	NativeGreen Pest Control	dennisschwentner@earthlink.net	Ph: 772-692-7575 Fax: 772-934-6824
7.	John Pulvermacher	Coast to Coast Pest Control	C2C.pestcontrol@gmail.com	Ph: 772-633-1770 Fax:
8.				Ph: Fax:
9.				Ph: Fax:
10.				Ph: Fax:
11.				Ph: Fax:
12.				Ph: Fax:
13.				Ph: Fax:
14.				Ph: Fax:

CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID OPENING LOG

BID # 20110110R
OPENED: February 27, 2012
TIME: 3:00 p.m.

BID TITLE: Chemicals, Fertilizer & IPM Services

24 FEB PM 2:05 47s
RECEIVED Apex Pest Control
20110110-R LL

27 FEB PM 1:43 24s
RECEIVED
TruGreen 20110110 R-LL

27 FEB PM 1:46 38s
RECEIVED Native Green
20110110R-LL

27 FEB PM 1:49 00s
RECEIVED Coast to Coast
20110110R-LL

RECEIVED
27 FEB PM 1:57 25s
Valley Crest 20110110R-LL

27 FEB PM 2:25 47s
RECEIVED Pro Scape 20110110R-LL

Addendum #1
20110110R-LL
Chemical, Fertilizer & IPM Services
February 10, 2012

Pre-Bid Meeting Questions and Answers

Attendees: See sign in sheets under separate cover

Reminder – The bid opening date, February 27, 2012 @ 3:00pm, has not changed.

Q – On the bid bond. Are we doing a procurement or performance bond?
A- You will have to provide a Bid Bond with your bid.

Q – So if our bid comes in over $200,000, we are going to need that?
A – Yes - if you were the lowest responsive bidder, and your bid is over $200,000.00 you will be required to submit a Performance Bond. That's a requirement by the state statute. If the contract gets awarded to 2 different contractors and the total project is over $200,000.00, a Performance Bond will be required by both contractors.

The items that changed from the last time are the bid reply sheet and the removal of the license requirement for road right of way.

Clarification - The contract is two different entities; 3.2 deals with Mr. Kendrick of the Parks & Recreation Department and 3.4 is the Engineering/Public Works component.

The majority is the same, but there are some differences on the services required as he has City Hall and complexes and we have more of the rural place setting. On Page 3of 33 we have an Ordinance that was passed, #10-12 to use as a reference, a BMP. Most of you know as you had to take the courses and it is the milder of the two versions, unlike the one that was passed in Sarasota, so please reference that as we have to use it as a guide on how we administer this contract.

Q - I believe it was stated that 1.5 lbs per 1,000 on your last bid, did the application change in accordance with this?
A – Yes - The City Ordinance is the same for both, so we need to make the change in the Addendum to bid on 1 lb per 1,000 square. (See revised page 13 of 33)

Q – With that 1 lb., it also says that .7 can be readily available or water soluble, if it is slow release in the mix then it can be up to 1 lb.

A – 50/50

John: Make sure that you have your MSDS sheets in your vehicles for everything that you are applying at all times.

Q – Do we need to make another whole set of MSDS copies of those to include in our bid?

A – No, just provide 1 MSDS sheet with the original bid.

Clarification: Page 9 of 33 contains the reports that you are going to have to put in and if it is determined a plant expires as a result of something that you did or didn't do, there's accountability. There are safety precautions. There are specific requirements for 3.2 premises.

Clarification: With regards to 3.2 premises the annual fire ant control of Top Choice was removed. There will be 24 applications, originally it was 12, now it is a twice a month application.

Clarification: 3.4 premises component is Engineering/Public Works and on the bid reply it is once a month, not twice. Our fire ant requirements are as needed; usually after it rains a couple of times. I couldn't tell you how often but it wasn't even 12 times a year. You are going to have to do a condition survey of the lawn and turf as you come in. You are going to have to make sure that whoever handles this job knows what they are going to inherit.

Q – Is it site by site or island by island?

A – Everything within the square footage of this project.

Q – Getting back to the bid bond, does a bid capacity letter suffice?

A – No – you must provide a Bid Bond with your proposal.

Q – When we have done municipalities, there has been a trend where it goes to the lowest bidder. With you having 3 complexes, would that be split into different vendors or looked at as one?

A – This project could be split.

Meeting Adjourned
/ksb

- **Fertilization of St Augustine** six (6) applications per year.
  - Granular applications will be two (2) times per year
    - Granular applications are to be a minimum of 50% Slow Release PSCU at a rate of 1lbs per 1,000 square feet.
  - Foliar (liquid) turf applications will be four (4) times per year.
    - Broadleaf weed control, insect control, fungus control to be done as needed to minimize loss of vigor and/or appearance. Complete fertilization with micro-nutrients will be applied in foliar application in a timely and seasonal manner.

- **Fertilization of Bahia Turf** two (2) applications per year.
  - A 50% slow release fertilizer high in Fe, Mn, Mag, will be applied at 1 lb of N per 1,000 square feet.

- **Palms, trees and shrubs** will be fertilized two (2) times per year. This fertilizer will be slow release, high in Mn, Mag., and a balanced micro and secondary nutrient package.

- **Integrated Pest Management** will be one (1) time per month and treatments will be made to insure the health and vigor of all plant material. Detailed monthly reports (City to supply sample of) per site will be submitted to the contract supervisor at the end of each month. Additionally, the contractor will provide soil moisture samples per site. Treatments to existing problem areas will be done in cooperation with the Department Inspector's authorization. Pesticide and fertilizer quantities used will be included by sight in the monthly report by application date.

- **Fire Ant Control** - as manufacturer directs, to control Fire ants as needed during each service.

3.6 Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Selected Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.7 Condition Survey of Lawn and Turf – Prior to the commencement of the term of the agreement, authorized representatives of the Selected Bidder and the City shall perform a condition survey of all lawn, turf, and exterior plantings at each of the designated areas of the City covered by the agreement to establish the condition of such exterior plantings on the commencement of the agreement. The Selected Bidder shall prepare and the City shall sign a report of this condition survey, which shall describe the condition and location of all unhealthy lawn, turf or plantings.

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Bid Guaranty - A Bid Bond, certified check, cashier's check, bank money order, bank draft of any national or state bank, or cash, in a sum of $1,000.00, made payable to the "City of Port St. Lucie", shall accompany each bid as a guarantee that the Selected Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of

PRE-BID SIGN IN
201100110R-LL
Chemical, Fertilizer and IPM Services
February 10, 2012 @ 11:00 a.m.

	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1.	Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2.	Jim Wingate	Coast to Coast		Ph: Fax:
3.	Mike Kendrick	City of PSL Park	mKendrick@cityofPSL.com	Ph: 370-3901 Fax:
4.	Dennis Schwentner	Native Green	dennisschwentner@earthlink.net	Ph: 772-285-3005 Fax: 772-934-6824
5.	John Dunton	City of PSL	jdunton@cityofpsl.com	Ph: 772-344-4035 Fax:
6.	Karen Baggett	City of PSL	Kbaggett@cityofpsl.com	Ph: 871-5223 Fax: 871-7337
7.				Ph: Fax:
8.				Ph: Fax:
9.				Ph: Fax:
10.				Ph: Fax:
11.				Ph: Fax:
12.				Ph: Fax:
13.				Ph: Fax:
14.				Ph: Fax:

PRE-BID SIGN IN
201100110R-LL
Chemical, Fertilizer and IPM Services
February 10, 2012 @ 11:00 a.m.

	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1.	Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2.	John Pulvermacher	Coast to Coast Pest Control	C2C.pestcontrol@gmail	Ph: 772-633-1770 Fax:
3.	BRUCE HOFFMAN	Valley Crest	BHOFFMAN@valleycrest.com	Ph: 772 267 6825 Fax:
4.	Tony Mansueti	TruGreen	tonymansueti@trugreenmail.com	Ph: 772-473-8823 Fax:
5.	MATT VOLK	TRUGREEN	MATTVOLK@TRUGREENMAIL.COM	Ph: 772-562-5167 Fax:
6.	Jim Bartley	Apex Pest Control, Inc	jimb@apexpest.com	Ph: 561-281-7616 Fax:
7.				Ph: Fax:
8.				Ph: Fax:
9.				Ph: Fax:
10.				Ph: Fax:
11.				Ph: Fax:
12.				Ph: Fax:
13.				Ph: Fax:
14.				Ph: Fax:

AGENDA

Pre-Bid Conference
Bid #20110110R-LL
Chemical, Fertilizer & IPM Services
February 10, 2012 @ 11:00 am

This meeting is being recorded. During the question and answer period please clearly speak your name and the firm you are associated with before asking your questions. Thank you.

1. Sign-In Sheet

2. Introduction of key personnel

3. **Reminder**: Bid opening date is February 27, 2012 @ 3:00pm

   No Bid will be accepted after that date and time.

   Any Bid received late will be returned unopened.

4. Review of Specifications requirements:
   - Insurance Requirements
   - Bid Bond
   - Bid Sheet
   - Last date for questions is February 20, 2012. All questions must be submitted in writing to Lisa Marie Lawrence at llawrence@cityofpsl.com.

5. New Bid Reply Sheet

5. Turn over to: John Dunton, Project Manager
   Mike Kendrick, Supervisor,

6. Additional questions from Prospective Bidders.

7. Adjourn

User: Lawrence, Lisa Organization: City of Port St. Lucie - Office of Management and Budget Logout | Help

DEMANDSTAR by ONVIA

My DemandStar Buyers Account Info

Log Bid [View Bids] Log Quote View Quotes Supplier Search Build Broadcast List

Bid Details

Bid Information

EDIT

Agency	City of Port St. Lucie - Office of Management and Budget
Bid Type	Request for Sealed Bid
Bid Number	SB-20110110R-0-2012/lla
Fiscal Year	2012
Bid Writer	Lisa Lawrence
Bid Name	Chemical, Fertizer and IPM Services
Bid Status	Under Evaluation
Bid Status Text	None
Award To	
Due Date/Time	2/27/2012 3:00 PM Eastern
Broadcast Date	1/31/2012
Bid Bond	$1,000.00
Project Estimated Budget	$75,000.00
Plan (blueprint) Distribution Options	None
Distribution Method	Download and Mail
Distributed By	Onvia DemandStar
Distribution Notes	None
Scope of Work	Chemical, Fertilizer and IPM Services for various roadways in the City of Port St. Lucie.
E-Bidding	No

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

NON-MANDATORY
February 10, 2012
11:00 am
City of Port St. Lucie
Building "A" - Suite #390
Port St. Lucie, Florida

Publications

No Publications Data Found

Documents

EDIT

Bid Package **Exhibit A - Ordinance 10-12** (7 Pages, Complete)
Chemical, Fertilizer and IPM Services (33 Pages, Complete)

Addendum #1 (Complete)
Pre Bid Sign In Sheet (2 Pages, Complete)

Commodity Codes

SRV-926-42 - Environmental Services (Not Otherwise Classified)
SRV-988-05 - CHEMICAL VEGETATION CONTR
SRV-988-52 - Landscaping (Including Design, Fertilizing, Planting, etc., But Not Grounds Maintenance or Tree Trimming Services)
SRV-988-89 - Weed and Vegetation Control (Including Aquatic Weed Control)

Statistics

Planholders	There are 20 planholders for this bid
Broadcast List	550 suppliers have been notified
Supplemental Suppliers	5 Supplemental Suppliers
Filtered	No
Post-Bid Viewers	1 viewer(s)

<< Return

DemandStar is a product of Onvia, Inc. (c) 1997-2012. All rights reserved. | Terms of Use | Privacy

CHAPTER 5E-1
FERTILIZER

5E-1.001	Requirements for Liming Materials and Gypsum
5E-1.002	Registration and Labeling of Animal and Vegetable Manures, Composts, Soil Conditioners, Soil Amendments and Soil Additives
5E-1.003	Labels or Tags
5E-1.004	Declaration of Florida Licensee Number (Repealed)
5E-1.005	Listing of Source Materials for Plant Nutrients (Repealed)
5E-1.006	Plant Nutrient Claims (Repealed)
5E-1.007	Pesticides in Fertilizer
5E-1.008	Low Analysis Fertilizer
5E-1.009	Sampling
5E-1.010	Special Request Samples of Bulk Mixed Fertilizer Drawn at Plant Suitably Equipped for Belt or Belt Discharge Sampling (Repealed)
5E-1.012	Reports and Inspection Fee Payment, Inspection Fees, Reporting, Continuous Bond, Certificate of Deposit Requirement
5E-1.013	Chlorine Guarantee (Repealed)
5E-1.014	Methods of Analyses
5E-1.015	Calculation of Correction Factors for Moisture and Mechanical Tests on Agricultural Liming Materials (Repealed)
5E-1.016	Commercial Values for Penalty Assessments
5E-1.017	Responsibilities of Licensees Under Certain Circumstances (Repealed)
5E-1.018	Probationary Status, Revocation of Registration and License
5E-1.019	Certified Net Weight
5E-1.020	Substitute Labeling (Repealed)
5E-1.021	Antisyphon Requirements for Irrigation Systems (Repealed)
5E-1.0201	Substitute Labeling
5E-1.022	Misbranded (Repealed)
5E-1.023	Procedures for Landowners and Leaseholders to Submit a Notice of Intent to Implement Nitrogen Best Management Practices (BMPs)
5E-1.024	Commercial Fertilizer Tests
5E-1.025	Fertilizer Aircraft Registration, Inspection, Security, Storage, Transactions, Recordkeeping, Area-of-Application Information and Forms
5E-1.026	Adulteration Levels for Metals in Fertilizers; Certificate of Analysis

5E-1.001 Requirements for Liming Materials and Gypsum.

(1) LIMING MATERIALS. Limestone and Dolomite shall be guaranteed as to moisture and the degree of fineness and calcium carbonate, and in addition thereto, dolomite shall be guaranteed as to magnesium carbonate.

(a) Chemical specifications.

1. Standard liming material shall have a minimum neutralizing value of 90% calcium carbonate equivalence (CCE), classified as follows:

a. Standard calcitic liming material shall contain a minimum of 86% calcium carbonate expressed as $CaCO_3$. Any additional CCE required to meet the minimum 90% shall be magnesium carbonate expressed as $MgCO_3$.

b. Standard dolomitic liming material shall contain a minimum of 36% magnesium carbonate expressed as $MgCO_3$. Any additional CCE required to meet the minimum 90% shall be calcium carbonate expressed as $CaCO_3$.

c. Standard calcium-magnesium liming materials shall be those not meeting the above specifications, but with a minimum of 90% CCE derived from calcium carbonate and magnesium carbonate, expressed as $CaCO_3$, and $MgCO_3$.

2. Liming material not qualifying as "standard", shall have a minimum neutralizing value of 75% calcium carbonate equivalence (CCE), classified as follows:

a. Calcitic liming material shall contain a minimum of 70% calcium expressed as $CaCO_3$. Any additional CCE required to meet the minimum 75% shall be magnesium expressed as $MgCO_3$.

b. Dolomitic liming material shall contain a minimum of 30% magnesium expressed as $MgCO_3$. Any additional CCE required

to meet the minimum 75% shall be calcium expressed as $CaCO_3$.

c. Calcium-magnesium liming materials shall be those not meeting the above specifications, but with a minimum of 75% CCE derived from calcium and magnesium, expressed as $CaCO_3$ and $MgCO_3$.

3. All liming materials shall bear on the application for specialty registration, labeling, and any advertising, the statements:

a. "Neutralizing value __% calcium carbonate equivalence."

b. "This product requires __ tons (pounds) to be equal to one ton of standard liming material."

4. Hydrated lime shall contain a minimum of 90% calcium hydroxide.

(b) Particle size – Calcitic and dolomitic limestones, except pelletized fertilizer, shall be ground so that:

1. Not less than 90% passes an 8 mesh sieve.

2. Not less than 80% passes a 20 mesh sieve.

3. Not less than 50% passes a 50 mesh sieve.

(c) Moisture content – Calcitic and dolomitic limestones shall contain a maximum of 15% moisture.

(2) GYPSUM – Gypsum shall be guaranteed as to calcium sulphate content. Gypsum, calcium sulphate, or land plaster shall contain a minimum of 60% calcium sulphate expressed as $CaSO_4$.

Rulemaking Authority 576.181 FS. Law Implemented 576.011(12), 576.181 FS. History–New 1-23-67, Amended 3-23-68, 3-27-77, 6-12-84, Formerly 5E-1.01, Amended 8-3-93, 10-25-98, 3-20-00, 10-9-01, 2-9-04.

5E-1.002 Registration and Labeling of Animal and Vegetable Manures, Composts, Soil Conditioners, Soil Amendments and Soil Additives.

REGISTRATION AND LABELING.

(1) Exemptions. Unmanipulated manures, by Section 576.011(12), F.S., are excepted from the provisions of Chapter 576, F.S., and, therefore, are not required to be registered, labeled or meet any requirement of this chapter. Potting soils, muck, and peat or compost, when no plant nutrients are claimed, or implied, as specified in Section 576.011(12), F.S., are excepted from the provisions of this chapter.

(2) The department will require proof of beneficial claims made before registering any potting soil, mulch, compost, soil additive, soil conditioner and soil amendment. If no claims are made the department will require scientific evidence of usefulness and agronomic value of the soil amendment. For evidence of proof the department will rely on experimental data, evaluations, or advice supplied from a recognized school of agriculture. The experimental design shall be related to state environmental conditions for which the product is intended to be used. The department will accept or reject information from other sources of proof as additional evidence in evaluating soil amendments. The department will prescribe methods and procedures of inspection and analysis of the soil amending ingredient.

(3) Manipulated manures, composts, soil conditioners, soil amendments and soil additives come within the definition of fertilizer. In addition to the labeling requirements set forth in Section 576.031, F.S., the labels on all manipulated manures, composts, soil conditioners, soil amendments and soil additives, shall contain in or in conspicuous proximity to the brand name, the common name of the product and the grade numerals in terms of the primary plant nutrients, (unless all three are zero), e.g., "Supreme Compost 1-2-1." Claims pertaining to the composition or benefits of these products shall be required to be substantiated and documented.

(a) When the term manure is used in any brand name, labeling, advertisement or other written matter identifying any product, the animal source of the manure must also be shown.

(b) Products containing manure mixed or composted with other organic materials shall include the name of the other material in its brand, labeling and advertisement, e.g., "Cattle Manure plus Organic Compost," "Horse Manure composted with Peat". The common names of the components of such products shall be listed on the label in order of relative amount in the mixture.

(c) Manures and products containing manure shall be guaranteed to have a minimum of 0.5% total nitrogen, 0.5% available phosphorus and 0.2% soluble potassium. All statements of guarantees or grade numerals less than one percent shall be expressed as decimal fractions, with a zero preceding the decimal.

(d) Material recovered from lagoons or holding ponds designed to retain manure run-off is considered to be a compost and may not be claimed, branded or advertised to be a manure, except that the term manure can be used in a descriptive manner in a listing of source materials, as in "Derived from Cattle Manure Compost" or "Derived from Composted Dairy Manure Solids". No minimum guarantee shall be required in such product.

Rulemaking Authority 576.181, 570.07(23) FS. Law Implemented 576.011(12), 576.031 FS. History–Revised 1-23-67, Amended 1-1-77, Formerly 5E-1.02, Amended 5-19-88, 8-3-93, 10-25-98.

5E-1.003 Labels or Tags.

(1) LABEL REQUIREMENTS FOR ALL FERTILIZER PRODUCTS.

(a) Labels setting forth the information specified in this section shall be attached to or accompany any fertilizer distributed in the state. For packaged products, this information shall either (1) appear on the front or back of the package, (2) occupy at least one-third of a side of the package, or (3) be printed on a tag and attached to the package. This information shall be in a readable and conspicuous form. For bulk products, this information in printed form shall accompany delivery and five analysis tags attached to the delivery ticket shall be supplied to the purchaser at time of delivery. The following information is required on labels for all fertilizer products.

1. Brand name.

2. The grade (Provided that the grade shall not be required when no primary nutrients are claimed).

3. Guaranteed analysis, in the following format:

Total Nitrogen (N)	_____%
___ percent Nitrate Nitrogen	
___ percent Ammoniacal Nitrogen	
___ percent Water Soluble Nitrogen	
___ percent Urea Nitrogen	
___ percent Water Insoluble Nitrogen	
Available Phosphorus (P_2O_5)	_____%
Soluble Potassium (K_2O)	_____%
Secondary and Micro Plant Nutrients	
(list all claimed or advertised)	_____%
Derived From:	

4. Name and address of licensee.

5. The net weight (The term "Bulk" shall suffice for bulk products).

(b) The nitrogen breakdown shall be equal to the total nitrogen guarantee. When urea is present it may be guaranteed as other water soluble nitrogen, or urea nitrogen at the option of the licensee. When urea formaldehyde is present, not more than 40 percent of the total nitrogen from this source may be claimed as other water soluble nitrogen, or urea nitrogen at the option of the licensee. When the term "organic" is used in the label, labeling, or advertisement of any fertilizer, the water insoluble nitrogen must not be less than 60% of the total guaranteed nitrogen so designated.

(c) The terms "Available Phosphoric Acid" or "Available Phosphate" and "Soluble Potash" may be used instead of "Available Phosphorus" and "Soluble Potassium", respectively.

(d) Unacidulated mineral phosphatic materials, basic slag, bone meal, and other phosphatic materials shall be guaranteed as to both the total and available phosphorus (P_2O_5), and, in addition thereto, unacidulated mineral phosphatic materials and basic slag shall be guaranteed as to degree of fineness.

(e) Only those materials which actually constitute sources of primary and secondary plant and micro nutrients shall be shown on the application for registration and the label under the statement "Derived from: ____". Commercial, registered or copyrighted brand or trade names shall not be permitted in guarantees or listing of source materials and only in the product name or advertising claims of fertilizer produced by or for the firm holding the rights to such a name.

(f) When a chelated form of a plant nutrient is claimed in addition to another form of the same element, the chelated portion shall be guaranteed and the specific chelated nutrient shall be listed as a source in the "Derived from" statement. The chelated guarantee shall be equal to or less than the "Soluble" or "Water Soluble" element guarantee.

(g) Guarantees for secondary or micro plant nutrients except chelated forms of secondary or micro plant nutrients shall be as follows:

1. Magnesium (Mg) shall be expressed as "Total Magnesium" if derived from insoluble compounds; "Soluble Magnesium" or "Water Soluble Magnesium" if derived from "magnesium sulfate or other soluble compounds"; or both if derived from combinations of soluble and insoluble sources.

2. When sulfur (S) is claimed as a plant nutrient, it shall be specified as to the form present, either "free" or "combined", or both. "Specialty Fertilizer" defined in Section 576.011(36), F.S., shall be exempt from Sulfur guarantees.

3. Manganese (Mn) shall be expressed as "Total Manganese" if derived from insoluble compounds "Soluble Manganese" or "Water Soluble Manganese" if derived from manganese sulfate, manganese nitrate, manganese chloride or other soluble compounds; or both Total and Soluble or Water Soluble if derived from combinations of soluble and insoluble sources.

4. Iron (Fe) shall be expressed as "Total Iron" if derived from insoluble compounds. "Soluble Iron" or "Water Soluble Iron" if derived from iron sulfate, iron nitrate, iron chloride or other soluble compounds; or both Total and Soluble or Water Soluble if derived from combinations of soluble and insoluble sources.

5. Zinc (Zn) shall be expressed as "Total Zinc" if derived from insoluble compounds. "Soluble Zinc" or "Water Soluble Zinc" if derived from zinc sulfate, zinc nitrate, zinc chloride or other soluble compounds; or both Total and Soluble or Water Soluble if derived from combinations of soluble and insoluble sources.

6. Copper (Cu) shall be expressed as "Total Copper" if derived form soluble compounds; "Soluble Copper" or "Water Soluble Copper" if derived from copper sulfate, copper nitrate, copper chloride or other soluble compounds; or both Total and Soluble or Water Soluble if derived from combinations of soluble and insoluble sources.

7. Boron (B) shall be guaranteed as to soluble boron, expressed as "boron".

8. Other secondary or micro plant nutrients shall be guaranteed as to the total element, expressed as the element.

9. Minimum secondary or micro plant nutrient guarantees for specialty fertilizer shall be as follows, except guarantees for those water soluble nutrients labeled for ready to use foliar fertilizers, ready to use specialty liquid fertilizers, hydroponic or continuous liquid feed programs and guarantees for potting soils.

Aluminum	(Al)	.10%	Magnesium	(Mg)	.10%
Boron	(B)	.02%	Manganese	(Mn)	.02%
Calcium	(Ca)	.50%	Molybdenum	(Mo)	.0005%
Cobalt	(Co)	.0005%	Sulfur	(S)	1.00%
Copper	(Cu)	.02%	Zinc	(Zn)	.02%
Iron	(Fe)	.02%			

(2) FERTILIZER LABEL REQUIREMENTS FOR URBAN TURF, SPORTS TURF OR LAWNS.

(a) Definitions.

1. "Urban Turf" or "Lawns" means non agricultural land planted in closely mowed, managed grasses except golf courses, parks and athletic fields.

2. "Sports Turf" means non agricultural land planted exclusively for golf courses, parks and athletic fields.

3. "No Phosphate Fertilizer" means fertilizer products with phosphate levels below 0.5% intended for established urban turf or lawns.

4. "Low Phosphate Fertilizer" means fertilizer products intended for new or established urban turf or lawns, with phosphate levels equal to or above 0.5% or as provided in paragraph (2)(b).

5. "Starter Fertilizer" means a fertilizer formulated for a one-time application at planting or near that time to encourage root growth and enhance the initial establishment.

6. "Established Urban Turf" means urban turf older than 12 months.

7. "New Urban Turf" means urban turf established less than 12 months.

(b) Fertilizer products labeled for use on sports turf, urban turf or lawns shall be no phosphate or low phosphate and have labeling that meets the restrictions set forth in this rule for the application of nitrogen.

1. No phosphate fertilizers shall not contain more than 0.5% of available phosphate expressed as P_2O_5 . The "grade" shall indicate a zero guarantee.

2. Fertilizers labeled as low phosphate shall have use directions that do not exceed an application rate of 0.25 lbs $P_2O_5/1000ft^2$ per application and not to exceed 0.50 lbs $P_2O_5/1000ft^2$ per year. Label use directions may be included that allow higher rates if an annual soil sample representative for the site shows the need for a higher application rate.

3. Fertilizers labeled as, or formulated for use as, starter fertilizer shall have use directions that do not exceed an application rate of 1.0 lb of P_2O_5/ 1,000 ft^2 and that subsequent applications shall be made with products meeting the definition of Low or No Phosphate fertilizers. The term "starter fertilizer" shall be part of the brand name.

COUNCIL ITEM 8A
DATE 3/22/10

COUNCIL ITEM 10A
DATE 3/8/10

ORDINANCE 10-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA; ADOPTING THE FLORIDA-FRIENDLY FERTILIZER USE ON URBAN LANDSCAPES; PROVIDING AN EFFECTIVE DATE

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. Findings.

As a result of impairment to the City of Port St. Lucie's surface waters caused by excessive nutrients, or, as a result of increasing levels of nitrogen in the surface and/or ground water within the aquifers or springs within the boundaries of the City of Port St. Lucie ("City"), the governing body of the City has determined that the use of fertilizers on lands with the City creates a risk to contributing to adverse effects on surface and/or ground water. Accordingly, the governing board of the City find that management measures contained in the most recent edition of the *"Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008,"* may be required by this ordinance.

Section 2. Purpose and Intent.

This ordinance regulates the proper use of fertilizers by any applicator; requires proper training of Commercial and institutional Fertilizer Applicators; establishes training and licensing requirements, establishes a Prohibited Application Period; specifies allowable fertilizer application rates and methods, fertilizer-free zones, low maintenance zones, and exemptions. The ordinance requires the use of Best Management Practices which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on City's natural and constructed stormwater conveyances, rivers, creeks, canals, springs, lakes, estuaries and other water bodies. Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of City residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality.

Section 3. Definitions.

"Administrator" means the City Manager, or an administrative official of City government designated by the City Manager to administer and enforce the provisions of this Article.

"Applications or *"Apply"* means the actual physical deposit of fertilizer to turf or landscape plants.

"Applicator" means any person who applies fertilizer on turf and/or landscape plants in City.

"Board or Governing Board" means the City Council of the City of Port St. Lucie, Florida.

"Best Management Practices" means turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.

"Code Enforcement Officer, Official, or Inspector" means any designated employee or agent of City whose duty it is to enforce codes and ordinances enacted by City.

"Commercial Fertilizer Applicator" means any person who applies fertilizer on turf and/or landscape plants in City in exchange for money, goods, services or other valuable consideration.

"Fertilizer," "Fertilizing," or "Fertilization" means the act of applying fertilizer to turf, specialized turf, or landscape plants.

"Fertilizer" means any substance or mixture of substances, except pesticide/fertilizer mixtures such as "weed and feed" products, that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.

"Guaranteed Analysis" means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

"Institutional Applicator" means any person, other than a non-commercial or commercial applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional Applicators shall include, but shall not be limited to, owners and managers of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.

"Landscape Plant" means any native or exotic tree, shrub, or groundcover (excluding turf).

"Low Maintenance Zone" means an area a minimum of six (6) feet wide adjacent to water courses which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.

"Pasture" means land used for livestock grazing that is managed to provide feed value.

"Person" means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

"Prohibited Application Period" means the time period during which a flood watch or warning, or a tropical storm watch or warning, or a hurricane watch or warning is in effect for any portion of City issued by the National Weather Service, or if heavy rain[1] is likely.

"City Approved Best Management Practices Training Program" means a training program approved by the City Manager that includes at a minimum, the most current version of the Florida Department of Environmental Protection's *"Florida-Friendly Best management Practices for Protection of Water Resources by the Green Industries, 2008,"* as revised and any more stringent requirements set forth in this Article.

"Slow Release," "Controlled release," "Timed Release," "Slowly Available," or "Water Insoluble Nitrogen" means nitrogen in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product.

[1] World Meteorological Organization definition of heavy rain: Rainfall greater than or equal to 50 mm (2 inches) in a 24 hour period.

"Turf," "Sod," or "Lawn" means a piece of grass-covered soil held together by the roots of the grass.

Section 4. Applicability

This ordinance shall be applicable to and shall regulate any and all applicators of fertilizer and areas of application of fertilizer within the area of City, unless such applicator is specifically exempted by the terms of this ordinance from the regulatory provisions of this ordinance. This ordinance shall be prospective only, and shall not impair any existing contracts.

Section 5. Timing of Fertilizer Application

No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the prohibited application period.

Section 6. Fertilizer Free Zones

Fertilizer shall not be applied within ten (10) feet, or three (3) feet if a deflector shield or drop spreader is used, of any pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or from the top of a seawall. If more stringent City Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. Newly planted turf and/or landscape plants may be fertilized in this zone only for the first sixty (60) day establishment period, but caution shall be used to prevent direct deposition of nutrients into the water.

Section 7. Low Maintenance Zones

A voluntary six(6) foot low maintenance zone is strongly recommended, but not mandated, from any pond, stream, water course, lake, wetland or from the top of a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. If more stringent City Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. No mowed or cut vegetative material should be deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products in this zone.

Section 8. Fertilizer Content and Application Rates

(a) Fertilizers applied to turf and/or landscape plants within City shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code.

(b) Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in (a) above unless a soil or tissue deficiency has been verified by an approved text.

Section 9. Application Practices

(a) Spreader deflector shields are required when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones and water bodies, including wetlands.

(b) Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.

(c) Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable.

(d) Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.

(e) In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or water bodies.

Section 10. Management of Grass Clippings and Vegetative Matter

In no case shall grass clippings, vegetative material, and/or vegetative debris either intentionally or accidentally, be washed, swept, or blown off into stormwater drains, ditches, conveyances, water bodies, wetlands, or sidewalks or roadways.

Section 11. Exemptions

The provisions set forth above in this ordinance shall not apply to:

(a) Bona fide farm operations as defined in the Florida Right to Farm Act, Section 823.14, Florida Statutes, provided that fertilizers are applied in accordance with the appropriate best management practices manual adopted by the Florida Department

of Agriculture and Consumer Services, Office of Agricultural Water Policy for the crop in question.

(b) Other properties not subject to or covered under the Florida right to Farm Act that have pastures used for grazing livestock provided that fertilizers are applied in accordance with the appropriate best management practices manual adopted by the Florida Department of Agriculture and Consumer Services, Office of Agricultural Water Policy for the crop in question.

Section 12. Training

(a) All commercial and institutional applicators of fertilizer within the incorporated area of City, shall abide by and successfully complete the six-hour training program in the *"Florida-Friendly Best management Practices for Protection of Water Resources by the Green Industries"* offered by the Florida Department of Environmental Protection through the University of Florida Extension "Florida-Friendly Landscapes" program.

(b) Non-commercial applicators not otherwise required to be certified, such as private citizens on their own residential property, are encouraged to follow the recommendations of the University of Florida IFAS Florida Yards and Neighborhoods program when applying fertilizers.

Section 13. Licensing of Commercial Applicators

(a) All commercial applicators of fertilizer within the incorporated area of City, shall abide by and successfully complete training and continuing education requirements in the *"Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries,"* offered by the Florida Department of Environmental Protection through the University of Florida IFAS "Florida-Friendly Landscapes" program, prior to obtaining a City Local Business Tax Certificate for any category of occupation which may apply any fertilizer to turf and/or landscape plants. Commercial fertilizer applicators shall provide proof of completion of the program to the County's Tax Collector's office within 180 days of the effective date of this ordinance.

(b) All businesses applying fertilizer to turf and/or landscape plants (including but not limited to residential lawns, golf courses, commercial properties, and multi-family

and condominium properties) must ensure that at least one employee has an appropriate *"Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries"* training certificate prior to the business owner obtaining a local business tax certificate. Owners for any category of occupation which may apply any fertilizer to turf and/or landscape plants shall provide proof of completion of the program to the County Tax Collector's Office.

Section 14. This Ordinance shall become effective immediately upon its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 22nd day of March, 2010.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Patricia P. Christensen, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Roger G. Orr, City Attorney

CITY OF PORT ST. LUCIE CORPORATE SEAL 1961 FLORIDA

CITY OF PORT ST. LUCIE

Sealed Bid #20110110R-LL

Chemical, Fertilizer and IPM Services
On various roadways throughout the City of Port St. Lucie

Prepared By:
Lisa Marie Lawrence
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5222

INVITATION TO BID

Sealed Bid #20110110R-LL for Chemical, Fertilizer and IPM Services on various roadways throughout the City of Port St. Lucie will be received by the Office of Management and Budget of the City of Port St. Lucie no later than **3:00pm on February 27, 2012.**

Bids must be mailed or delivered to the Office of Management & Budget, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099.

A one time only pre-bid conference and site visit for all interested bidders will be held at the City of Port St. Lucie in the Office of Management and Budget starting at **11:00 a.m. on February 10, 2012**. At this time the requirements, specifications and other documents will be explained, and questions regarding the bid will be discussed. Attendance is strongly encouraged as this will be the only forum to ask questions and seek clarification.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be accepted or considered. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Office of Management and Budget on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City of Port St. Lucie reserves the right to reject any and all bids, to waive any and all informalities or irregularities, to negotiate with any qualified bidders and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

Each bidder must deposit with his bid, a bid bond, cashier's check or bid guaranty, in the amount of $1,000.00, made payable to the City of Port St. Lucie. No company or personal checks will be accepted.

Lisa Marie Lawrence
Contract Specialist

CAUTION

Bidders should take caution if United States mail or mail delivery services are utilized for the submission of bids. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it will arrive on the day prior to the closing date.

SPECIFICATIONS
BID 20110110-LL
Chemical, Fertilizer and IPM Services

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the supply and application of various chemicals for lawns, trees and shrubs. The purpose of this bid is to establish a three (3) year contract with three (3), one (1) year renewals. The resulting contract allows for annual price determinations based on the U.S. Dept of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers (CPI-U) as found on this site: http://www.bls.gov/news.release/cpi.nr0.htm.

INTENT

It is the intent of the City to procure services of one or more professionals for application of chemicals, both pesticides and fertilizer at various City locations including City Hall Municipal Complex, the Community Center, Western Regional Police Station and City-wide road medians. The City reserves the right to divide this award, if in the City's determination such a division is beneficial to the City.

The Selected Bidder(s) shall practice Integrated Pest Management (IPM) Principles. The City considers IPM as an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property and the environment. When applying IPM Methods, the City believes in using a multi-tactic approach that integrates the four methods of pest management: cultural, physical, biological and chemical control, to combat pests.

The Selected Bidder shall also adopt Best Management Practices (BMP) relative to nutrient usage. General Guidelines include taking soil and leaf tests before applying nutrients, reducing the use of phosphate and nitrogen, using a controlled release fertilizer, applying a minimum of fertilizer in the summer rainy season and creating a ten (10) to fifteen (15) foot border between areas where fertilizer are applied near bodies of water. The City requires a Best Management Practice license for fertilizer applicators. **Exhibit A – Under separate attachment for your reference is the City of Port St. Lucie Ordinance #10-12 referencing Florida Green Industries: Best Management Practices for Protection of Water Resources in Florida.**

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Selected Bidder(s).

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. References from five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form, attached and made part of this contract, and returned with the Bid Reply Sheet. References are subject to verification by the City and the City will utilize these reference check forms as part of the award process. **Do not use the City of Port St Lucie or any of its departments as references.**

Performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested.*

1.6 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- Have sufficient financial resources to complete the order.
- Can meet quoted delivery considering all other business commitments.
- Has a satisfactory record of performance.
- Has adequate staffing to fulfill requirements.
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- Has bid within a competitive price range in relation to the needed goods, services or construction.
- The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- The bidder's past performance with City.
- Has met all requirements of the solicitation (delivery, quality and price).
- Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- Price: The element of price is but one of the criteria elements. When considering a bid: Evaluate the pricing offered by the bidder; consider lifecycle costing, and depreciation.
- Determine what bid provides the best value to the City.

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

1.9 Submittal of Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the Bid Reply Sheet and any other documentation that is required by this bid. The Bid Reply Sheet should be typed or printed and signed in blue/black ink. The individual signing the bid must initial all changes.

NOTE: Bidders shall submit one (1) **unbound original** and four (4) copies of the required bid documents. The documents must be returned in an envelope marked with the vendor's name, bid number, title of bid, and date and time of opening on the outside of the envelope. Responses by telephone, telegram or facsimile shall not be accepted.

1.9.1 Right to Reject -The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, to negotiate with any qualified bidder, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

1.9.2 Timeliness of Submittal - All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget (located on the 3rd Floor, Suite #390, of Building "A") on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence.

1.9.3 Bid Opening Extension – The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. The City will return the received response unopened.

1.9.4 Checklist - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

1.10 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.11 Payment Terms - Invoices shall be submitted once a month, by the10th of the month and payments shall be made within thirty (30) days from receipt of an acceptable invoice, unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids.

PLEASE NOTE

The City has implemented a **Purchasing Card Program.** The Selected Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's policy of Net 30 Days after Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume 0% discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

1.12 Execution of Contract - Selected Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until all parties have properly executed it and a purchase order or Visa order form has been issued.

NOTE: The Selected Bidder will be required to accept the terms and conditions of the City's Contract as provided in this bid. If Bidder cannot accept these terms and conditions do not submit a bid.

1.13 Failure to Execute Contract – Failure on the part of the Selected Bidder to execute the Contract as required may be justification for the annulment of the award.

1.14 Subcontracting or Assigning of the Contract – The Selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

1.15 Time of Award - The City reserves the right to hold bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before making award.

1.16 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.16.1 Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a Contract to provide goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor, or consultant under Contract with any public entity, and may not transact business with any public entity.

1.17 Miscellaneous Testing – Selected Bidder(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Selected Bidder if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Selected Bidder from other remedies.

1.18 City's Public Relations Image – Selected Bidder's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Selected Bidder involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.19 Patent Fees, Royalties, and Licenses – If the Selected Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Selected Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. Selected Bidder shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.20 Tie Bid Statement - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that is equal with respect to price, quality, and service are received by the City for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.21 Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Vendor may agree to allow other public agencies the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Selected Bidder.

1.22 Material Safety Data Sheets – The Selected Bidder is required to provide a copy of the Material Safety Data Sheets (MSDS) for all chemicals used in the execution of their work. The MSDS must be maintained by the user agency. MSDS is to be on site during any and all applications.

1.23 Florida Produced Lumber – Not applicable to this bid.

1.24 Permits and Licenses – The Selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

> **1.24.1** The Selected Bidder will be required to file a **W9 Taxpayer Identification Form** with the City. This form must be submitted and received by the City's Finance Department before the City can authorize payment.

1.24.2 All applicators must have their pesticide license or certification with them at all times when applying any product.

1.24.3 Proper Pest Control Operator (PCO) license is required. Endorsements are required as listed below:

- Ornamental and Turf Applications

Item

1.24.4 Best Management Practices (BMP) license is required or received within six (6) months of execution of contract.

1.25 Familiarity with Laws – The Selected Bidder is be familiar with all Federal, State and local laws, ordinances, rules and regulations that affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

2. SPECIAL REQUIREMENTS

2.1 Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.

2.2 Warranty and Guarantee – The Selected Bidder represents and warrants to the City that is has been in the business of lawn and turf chemical care service within St. Lucie county and surrounding cities and counties on projects of similar size and scope for not less than three (3) consecutive years and will provide to the City, along with this bid package, references from a minimum of five (5) commercial accounts.

2.2.1 Damage to Property – The Selected Bidder shall be obligated, at its sole cost and expense, to promptly repair to the City's satisfaction, any damage to exterior plantings or any other property within the areas specified in this document. This includes, but is not limited to, damage to trees and shrubbery caused by use of equipment or spills or improper application of pesticides. The Selected Bidder is obligated to report to the City any such damage in writing within twenty-four (24) hours after the occurrence along with an itemized statement of the estimated cost of repair. If it is agreed that any plant material has expired as a result of disease or insect, the contractor at their expense will be responsible to replace.

2.2.2 Integrated Pest Management (IPM) Warranty- Upon commencement of IPM, the Selected Bidder shall warranty all plant materials at 100% replacement value, *unless the plant material is damaged by mechanical means, water deficiency, herbicide spraying or natural life cycle. Additionally this excludes all palms and trees with a caliper in excess of 8" inches.*

2.3 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, upon request, be returned at the Bidder's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Office of Management and Budget.

2.4 Safety Precautions - The Selected Bidder shall erect and maintain all necessary safeguards for the protection of the Selected Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The

Selected Bidder's employees at all times shall wear company uniforms, safety vests, safety boots and safety glasses. The Selected Bidder shall remedy all damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Selected Bidder's employees, or subcontractor, or anyone directly or indirectly employed by said parties. **Refer to FDOT moving MOT standards.**

2.5 Discrepancies - If, in the course of performing work resulting from an award under this specification, the Selected Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Selected Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Selected Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing as soon as possible.

2.6 Suspension of Work - The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice, signed by the Contract Supervisor, to the Selected Bidder. The Selected Bidder shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Contract Supervisor, and is issued to the Selected Bidder.

2.7 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Selected Bidder, or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, Selected Bidder shall promptly give to the Contract Supervisor written notice or contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Contract Supervisor a written authorization signed by the Contract Supervisor covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Selected Bidder.

2.8 Deductions - In the event the City deems it expedient to perform work which has not been done by the Selected Bidder as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Selected Bidder as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Selected Bidder and/or deducted from payments due to the Selected Bidder. Deductions thus made will not excuse Selected Bidder from other penalties and conditions contained in the Contract.

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference - A one-time only pre-bid conference for all Bidders will be held at the City of Port St. Lucie in the Office of Management and Budget at **11:00 am on February 27, 2012** at this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

Please note: Premises and Specific Duties are divided into two (2) sections, with each requiring different levels of service.

3.2 Premises –

City Hall Complex 121 SW Port St Lucie Blvd Port St Lucie, FL Approximately 5 acres/ 217,800 sq. ft.	Community Center 2195 SE Airoso Blvd Port St Lucie, FL Approximately 1.5 acres/ 65,340 sq. ft.	Western Regional Police Station 2950 SW Rosser Blvd Port St Lucie, FL Approximately 1 acre/ 43,560 sq. ft.

3.3 **Specific Duties For 3.2 Premises**

- **Fertilization of St Augustine** eight (8) applications per year.
  - Granular applications will be four (4) times per year
    - Granular applications are to be a minimum of 50% Slow Release PSCU at a rate of (one) 1 lb per 1,000 square feet.
  - Foliar (liquid) turf applications will be four (4) times per year.
    - Broadleaf weed control, insect control, fungus control to be done as needed to minimize loss of vigor and/or appearance. Complete fertilization with micro-nutrients will be applied in foliar application in a timely and seasonal manner.

- **Fertilization of Bahia Turf** two (2) applications per year.
  - A 50% slow release fertilizer high in Fe, Mn, Mag, will be applied at 1 lb of N per 1,000 square feet.

- **Palms, trees and shrubs** will be fertilized two (2) times per year. This fertilizer will be slow release, high in Mn, Mag., and a balanced micro and secondary nutrient package.

- **Integrated Pest Management** will be two (2) times monthly and treatments will be made to insure the health and vigor of all plant material. Detailed monthly reports per site will be submitted to the contract supervisor at the end of each month. Treatments to existing problem areas will be done in cooperation with the Parks and Recreation Department Inspector authorization.

- **Fire Ant Control** - as manufacturer directs, to control Fire ants all year long.

3.3.1 **Interpretation of the Approximate Quantities** - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Selected Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.3.2 **Condition Survey of Lawn and Turf** – Prior to the commencement of the term of the agreement, authorized representatives of the Selected Bidder and the City shall perform a condition survey of all lawn, turf, and exterior plantings at each of the designated areas of the City covered by the agreement to establish the condition of such exterior plantings on the commencement of the agreement. The Selected Bidder shall prepare and the City shall sign a report of this condition survey, which shall describe the condition and location of all unhealthy lawn, turf or plantings.

All hardscape, sidewalk, and curbing must be blown off, as to remove all granular fertilizer from causing possible staining and/or safety issues.

Note: All fertilizer applications must adhere to BMP (Best Management Practices) as out-lined DEP manual for the Green Industry (see City Ordinance 10-12).

3.4 **Premises and Services Required-(PTS) Plants, Trees, Shrubs (RROW) Road Right of Way**

- GATLIN 303,500 SQ'- ST AUGUSTINE MEDIAN WITH PTS
- MIDPORT 152,460 SQ'- ST AUGUSTINE MEDIAN WITH PTS

• BAKERSFIELD	21,780 SQ'-ST AUGUSTINE ENTRY WITH PTS
• ST LUCIE WEST BLVD	243,580 SQ'- ST AUGUSTINE MEDIAN WITH PTS
• HEATHERWOOD	32,670SQ'- ST AUGUSTINE MEDIAN WITH PTS
• N CASHMERE	21,780 SQ'- ST AUGUSTINE MEDIAN WITH PTS
• CROSSTOWN (SEGMENT 2-5)	902,788 SQ' - BAHIA MEDIAN PTS
• CROSSTOWN (SEGMENT 3)	141,579 SQ'- ST AUGUSTINE MEDIAN AND RROW WITH PTS
• MORNINGSIDE	87,120 SQ' –ST AUGUSTINE PTS
• BECKER EAST	43,560 SQ'- ST AUGUSTINE MEDIAN WITH PTS
• BECKER (1-4)	123,000 SQ'- PTS
• BECKER I-95	541,000 SQ'- BAHIA PTS
• WESTMORELAND (PSL TO CAMBRIDGE)	32,670 SQ'- ST AUGUSTNE MEDIAN WITH PTS 21,780 SQ'- BAHIA RROW WITH PTS
• LYNGATE	43,560 SQ'- BAHIA MEDIAN WITH PTS 10,890 SQ'- PTS IN RROW
• WESTMORELAND	174,240 SQ' - BAHIA MEDIAN WITH PTS
• MORNINGSIDE	307,940 SQ'- BAHIA MEDIAN WITH PTS 21,780 SQ'- RROW WITH PTS
• PSL BLVD	261,360 SQ'- BAHIA MEDIAN WITH PTS
• PINE VALLEY	152,460 SQ'- BAHIA MEDIAN WITH PTS
• VILLAGE GREEN	76,230 SQ'- BAHIA MEDIAN WITH PTS 21,780 SQ'- RROW WITH PTS
• TIFFANY	43,560 SQ '- BAHIA MEDIAN WITH PTS
• PRIMA VISTA	77,615 SQ'- BAHIA MEDIAN WITH PTS 10,890 SQ'- RROW WITH PTS
• SANDIA	10,890 SQ'- BAHIA MEDIAN WITH PTS
• SELVIZ	8,850 SQ'- PTS
• LAKEHURST	21,780 SQ'- BAHIA MEDIAN WITH PTS

• AIROSO	370,260 SQ'- BAHIA MEDIAN WITH PTS 32,670 SQ'- RROW WITH PTS
• LANDALE	21,780 SQ'- BAHIA MEDIAN WITH PTS
• LENNARD	130,680 SQ'-BAHIA MEDIAN WITH PTS
• US 1	326,700 SQ'-BAHIA MEDIAN WITH PTS
• WALTON RD	16,700 SQ'-PTS
• PATIO STA	6,540 SQ'-PTS
• CITY CENTER	172,000 SQ' - ST.AUGUSTINE 42,000 SQ'- PTS
• S CASHMERE	13,740 SQ'- BAHIA MEDIAN WITH PTS
• COMMERCE	4,500 SQ'- BAHIA PTS
• CALIFORNIA	43,560 SQ'-BAHIA MEDIAN WITH PTS
• PEACOCK	60,450 SQ'-BAHIA MEDIAN WITH PTS
• BAYSHORE	130,680 SQ'- MEDIAN WITH PTS
• ROSSER	32,670 SQ'- MEDIAN AND RROW WITH PTS
• FLORESTA	10,890 SQ'-RROW WITH PTS
• SAVONA EARL MELALEUCA	21,780 SQ'-RROW AND ROUNDABOUT WITH PTS
• SOUTHBEND	54,450 SQ'-RROW WITH PTS
• GLENWOOD	21,780 SQ'-RROW WITH PTS
• N. VILLAGE PARKWAY	28,000 SQ'-PTS
• S. VILLAGE PARKWAY	135,300 SQ'-PTS
• IMPORT RETENTION	43,560 SQ'- PTS
• DARWIN CASHMERE (SIGNS) ST. JAMES	10,890 SQ'-RROW WITH PTS

WE HAVE APPROXIMATELY: 1,252,699 SQ' - TOTAL - ST AUGUSTINE
4,391,973 SQ'- TOTAL - PTS BAHIA

3.5 **Specific Duties for 3.4 Premises-**

- **Fertilization of St Augustine** six (6) applications per year.
  - Granular applications will be two (2) times per year
    - Granular applications are to be a minimum of 50% Slow Release PSCU at a rate of 1.5 lbs per 1,000 square feet.
  - Foliar (liquid) turf applications will be four (4) times per year.
    - Broadleaf weed control, insect control, fungus control to be done as needed to minimize loss of vigor and/or appearance. Complete fertilization with micro-nutrients will be applied in foliar application in a timely and seasonal manner.

- **Fertilization of Bahia Turf** two (2) applications per year.
  - A 50% slow release fertilizer high in Fe, Mn, Mag, will be applied at 1 lb of N per 1,000 square feet.

- **Palms, trees and shrubs** will be fertilized two (2) times per year. This fertilizer will be slow release, high in Mn, Mag., and a balanced micro and secondary nutrient package.

- **Integrated Pest Management** will be one (1) time per month and treatments will be made to insure the health and vigor of all plant material. Detailed monthly reports (City to supply sample of) per site will be submitted to the contract supervisor at the end of each month. Additionally, the contractor will provide soil moisture samples per site. Treatments to existing problem areas will be done in cooperation with the Department Inspector's authorization. Pesticide and fertilizer quantities used will be included by sight in the monthly report by application date.

- **Fire Ant Control** - as manufacturer directs, to control Fire ants as needed during each service.

3.6 **Interpretation of the Approximate Quantities** - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Selected Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.7 **Condition Survey of Lawn and Turf** – Prior to the commencement of the term of the agreement, authorized representatives of the Selected Bidder and the City shall perform a condition survey of all lawn, turf, and exterior plantings at each of the designated areas of the City covered by the agreement to establish the condition of such exterior plantings on the commencement of the agreement. The Selected Bidder shall prepare and the City shall sign a report of this condition survey, which shall describe the condition and location of all unhealthy lawn, turf or plantings.

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 **Bid Guaranty** - A Bid Bond, certified check, cashiers check, bank money order, bank draft of any national or state bank, or cash, in a sum of $1,000.00, made payable to the "City of Port St. Lucie", shall accompany each bid as a guarantee that the Selected Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of

Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid. Company or Personal checks are not acceptable.

4.2 Payment and Performance Bonds – Payment and Performance Bonds are not required for this scope of work.

4.3 Return of Bid Guaranty - After the bid prices have been compared, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such bids as in his/her judgment would not likely be considered in making the award. All other bid guaranties will be held until the Contract has been executed, after which they will be returned to the respective Bidder's whose bids it accompanied.

4.4 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Selected Bidder shall execute the Contract and deliver the required Insurance Certificates and policies, and other documentation. The City will then execute the Contract. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council, has been executed by the City Manager and a purchase order or Visa order form has been issued.

4.5 Failure to Execute - The failure on the part of the Selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the bid will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each Bidder in advance that the City will sustain certain damages by reason of the failure of the Bidder to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same. In no event shall the bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

5. INSURANCE REQUIREMENTS – Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage throughout the duration of performance reflecting the minimum amounts and conditions required by the City as follows:

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City is not obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Florida Statutes, Section 768.28 under its self insured program. Any provision contained herein to the contrary shall be void and unenforceable. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy. This provision does not otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Bidder, including any and all independent contractors and subcontractors utilized, must comply with the insurance requirements as outlined below. It shall be the responsibility of the Bidder to insure that all independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be

performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverage outlined below shall apply on a primary and non-contributory basis.

5.1 Indemnification – The Bidder shall indemnify and hold harmless the City, its Officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, intentional or wrongful conduct of the Bidder and all persons employed or utilized by the Bidder in the performance of the Contract. As consideration for this indemnity provision the Bidder shall be paid the sum of $10.00 (ten dollars), which will be added to the Contract price and paid prior to commencement of work.

5.2 Workers Compensation - The Bidder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

5.3 Business Auto Policy - The Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event the Bidder does not own any automobiles the Business Auto Liability requirement shall be amended allowing Bidder to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

5.4 Commercial General Liability - Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability, Pesticide and Herbicide Applicator Coverage, Endorsement CG 22 64 and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

5.5 Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a Florida Municipal Corporation, its officers, employees and agents for Contract #20110110R-LL for Chemical, Fertilizer and IPM Services".** Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Bidder shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

5.6 Waiver of Subrogation - The bidder shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then bidder shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should bidder enter into such an agreement on a pre-loss basis.

5.7 Subcontractors - It shall be the responsibility of the Bidder to insure that all subcontractors comply with the same insurance requirements referenced above.

5.8 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Bidder for any and all claims under this Contract.

5.9 Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Bidder shall deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. In the "Description of Operations ..." Certificate shall list Contract **#20110110R-LL** for **Chemical, Fertilizer and IPM Services**

5.10 Umbrella or Excess Liability - The Bidder may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on 'Non-Follow Form', the City shall be endorsed as an "Additional Insured."

6. ADDITIONAL INFORMATION

6.1 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Project Manager or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

6.2 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) bid for the same work will be cause for rejection of all bids in which such Bidders are believed to be interested. Any or all bids will be rejected if there is any reason to believe that collusion exists among the Bidders.

6.3 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid" by communicating his purpose in writing to the City at the address given in the "Invitation for Bid" and the bid it will be returned to Bidder unopened.

6.4 Bid Information - For information concerning procedures for responding to this bid, contact **Lisa Marie Lawrence** at (772) 871- 5222, Fax (772) 871-7337 or by email at llawrence@cityofpsl.com. Such contact is to be for clarification purposes only. To ensure fair consideration for all bidders, it must be clearly understood that Ms. Lawrence is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Submit questions in writing at least ten (10) days before bid opening. Additionally, the City prohibits communications initiated by a bidder to **any** City Official or employee evaluating or considering the bids **(up to and including the Mayor and City Council)**, prior to the time an award decision has been made.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying it has received all Bid Addenda.

If you have obtained this document from a source other than directly from the City or from Onvia.com you are not on record as a plan holder. The Office of Management & Budget takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with our office prior to submitting your bid to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.

(BALANCE OF SHEET LEFT BLANK INTENTIONALLY)

Bid Reply Sheet
Bid # 20110110R-LL
Chemical Fertilizer and IPM Services

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: ( ) _____ FAX NO. ( ) _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

_____
President

_____
Vice President

_____
Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(Please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Bidders quote for services in accordance with specifications:

For Premises Listed in 3.2 and Specifications as Listed in Section 3.3

Areas Listed in 3.2 Scope	1. City Hall Complex p/Application	Estimated p/Year	1.City Hall Complex Annual
Lawn Care (St Augustine)		x8	
Lawn Care (Bahia)		x2	
Palm, Tree and Shrubs		x2	
**IPM		x24	
Sub-Total			

	2. Community Center p/Application	Estimated p/Year	2. Community Center Annual
Lawn Care (St Augustine)		x8	
Lawn Care (Bahia)		x2	
Palm, Tree and Shrubs		x2	
**IPM Services		x24	
Sub-Total			

	3. Rosser/Western Regional PD p/Application	Estimated p/Year	3. Rosser/Western Regional Annual
Lawn Care (St Augustine)		x8	
Lawn Care (Bahia)		x2	
Palm, Tree and Shrubs		x2	
**IPM Services		x24	
Sub-Total			

Total Annual Contract 3.2 for Award Determination: [ ]

**IPM - Monthly inspections and Treatment with Follow up as required.

For Premises Listed in 3.4 and Specifications as Listed in Section 3.5:

Areas Listed in 3.4 Scope	Per Application	Estimated p/Year	Annual
Lawn Care (St Augustine)		x6	
Lawn Care (Bahia)		x2	
Palm, Tree and Shrubs		x2	
**IPM Services		x12	
Total Annual Contract 3.4 for Award Determination:			

**IPM - Monthly inspections and Treatment with Follow up as required.

Additional Work	Per Application
Lawn Care (St Augustine) p/1,000 sq ft	
Lawn Care (Bahia) p/1,000 sq ft	
Palm, Tree and Shrubs p/1,000 sq ft	
IPM per 1,000 sq ft	

Note: The City will be interested in assessing any Alternate Proposals submitted for the Premises listed in Section 3.4.

Note: The City reserves the right to divide this award, if in the City's determination such a division is beneficial to the City.

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity or type of services that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

6. **INSURANCE CERTIFICATES** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold bids and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

10. **Bidder has read and accepts the terms and conditions of the City's standard Contract**:

_____ _____

Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(Seal)

(BALANCE OF SHEET LEFT BLANK INTENTIONALLY)

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM

Bidder's Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **20110110R-LL**

Title: **Chemical, Fertilizer and IPM Services**

Bidder/Respondent: _____

Reference: _____ Fax #: _____
Email: _____ Telephone #: _____
Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past five (5) years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

***** (*THIS IS A SAMPLE ONLY - DO NOT EXECUTE*) *****

CITY OF PORT SAINT LUCIE
CONTRACT FORM

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, a FLORIDA municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address,* Telephone No. ( ) ____ Fax No. ( ) _____, hereinafter called "Contractor," party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

CONTRACT SUPERVISOR

As used herein the Contract Supervisor for work to be performed at City Hall, the Community Center and the Western Regional Police Department shall mean Mike Kenrick, at (772) _____, or his designee. The Contract Supervisor for work involving roadways and medians shall mean John Dunton at (772) _____ or his designee.

SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20110110R-LL, **Chemical Services for Lawn, Tree and Shrub Care,** including the Florida Green Industries, Best Management Practices pages number 1 thru 68 are hereby incorporated by this reference. The City, on an as-need basis, may add areas to this description at the "per 1000 sq. ft" rate for each service listed.

SECTION II
TIME OF PERFORMANCE

Contract period shall commence _____ and terminate thirty-six (36) months later on _____. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

SECTION III
COMPENSATION

The City will disburse payment upon completion of service as listed below, provided Contract Supervisor approves invoice as provided in Section XII. Invoices will be charged on service provided. Contractor shall invoice the City for the $10.00 indemnification payment and said invoice shall accompany the signed Contracts. The terms of this contract apply until all work is complete.

Scope of Work

The City will base compensation for additional areas, on unit prices above when listed. The City will support compensation for other applications, only upon City approval of submitted quotation(s).

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th day of the month, and payments shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit based on personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

SECTION IV
CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V
INDEMNIFICATION/INSURANCE

The Contractor shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, intentionally or wrongful conduct of the Contractor and all persons employed or utilized by the Contractor in the performance of the Contract. As consideration for this indemnity provision the Contractor shall be paid the sum of $10.00 (ten dollars), which will be included to the Contract price and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes.

Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to

agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of $1,000,000 per claim, $2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability, Broad Form Property Damage Endorsements and Pesticide and Herbicide Applicator Coverage endorsement CG 22 64 . Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a FLORIDA municipal corporation, its officers, employees and agents, and Contract **#20110110R-LL**. Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on 'Non-Follow Form', the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. All Change Order Documents shall contain the existing Purchase Order number as well as the Contract number.

SECTION VIII
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

SECTION IX
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION X
NOTICE OF PERFORMANCE

When Contractor has performed required work, Contractor shall submit a request for inspection in writing to the Contract Supervisor.

SECTION XI
DELIVERY DOCUMENTATION

"Not Applicable"

SECTION XII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required work has been performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance. If such inspection shows that the required work has been performed in accordance with terms and conditions of the Contract documents and that the work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

SECTION XIII
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

SECTION XIV
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract. Should Contractor lose his license, he will notify the city iimediately.

SECTION XV
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XVI
ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVII
TERMINATION AND DELAYS

A. Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the

Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred in completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor shall be liable to the City for any additional cost incurred for such material. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Excusable Delays. The right of the Contractor to proceed shall not be terminated for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

C. City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall cancel all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed

SECTION XVIII
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XIX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XX
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port St. Lucie performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXI
RENEWAL OPTION

This Contract is for three (3) years commencing on _____with the option of three (3), one (1) year renewals. In the event Contractor offers in writing three (3), prior to the termination of this Contract, to provide the identical services required in this Contract for the following twelve (12) month calendar periods and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract up to three (3) times at the adjusted price for the additional term(s). The City agrees to an annual price determination increase or decrease, based on the U.S. Dept of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers (CPI-U).

(BALANCE OF SHEET LEFT BLANK INTENTIONALLY)

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract at the City of Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By: _____
Jerry A. Bentrott, City Manager

ATTEST:
By: _____
Karen A. Phillips, City Clerk

By: SAMPLE – DO NOT EXECUTE
Authorized Representative of (company name)

State of: _____
County of: _____

Before me personally appeared: _____)
(Please print)

Please check one:
Personally known _____
Produced Identification: _____
(Type of identification)

Identification No.: _____

And known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(He/she)

WITNESS my hand and official seal, this _____ day of _____, 2012.

_____
Notary Signature

Notary Public, State of _____ at Large.

My Commission Expires: _____.

(*Seal*)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date

STATEMENT OF NO BID

To: City of Port St. Lucie
Office of Management & Budget.
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Bid: # 20110110R-LL

Bid Title: Chemical, Fertilizer and IPM Services

We, the undersigned have declined to bid on the subject bid for the following reasons:

[ ] Insufficient time to respond to the Invitation to Bid

[ ] We do not offer this product or service.

[ ] Our schedule would not permit us to perform.

[ ] We are unable to meet specifications.

[ ] We are unable to meet bond requirements.

[ ] Specifications are unclear (Explain below).

[ ] We are unable to meet insurance requirements.

[ ] Other (Specify below).

Remarks: _____

_____

Company Name: _____ Telephone: ( ) _____

Division: _____

Address: _____

_____

Signature: _____ Date: _____

CHECKLIST
Bid #20110110R-LL
Chemical, Fertilizer and IPM Services

Name of Bidder: _____

This checklist is provided to assist bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline - it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

_____ Bid Reply Sheet with proper signature. (pages 18-21.)

_____ Mailing envelope has been addressed to:
- City of Port St. Lucie
- Office of Management & Budget
- 121 SW Port St. Lucie Boulevard
- Port St. Lucie, FL 34984

____ Envelope must be sealed and identified with:
- Bidders Name and Address
- Bid Number
- Bid Title
- Bid Opening Date & Time

_____ Drug-Free Workplace Form

_____ all pricing has been mathematically reviewed and all corrections have been initialed.

_____ All price extensions and totals have been thoroughly checked.

_____ Each Bid Addendum (when issued) is acknowledged.

_____ Copy of Insurance Certificate in accordance with Section 5

_____ MSDS in accordance with Specifications (Only 1 original required)

_____ have reviewed the Contract and accept all City Terms and Conditions

_____ have reviewed the Exhibit A - City Ordinance #10-12

_____ One (1) original and four (4) copies of required documents **(NO RINGED or WIRE BINDERS)**

_____ At least 5 completed reference sheets returned with bid-see form page 21.

_____ Copies of company and employee licenses as listed in 1.24.0 through 1.24.4

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Bid Reply Sheet
Bid # 20110110R-LL
Chemical Fertilizer and IPM Services

1. **COMPANY NAME**: Apex Pest Control

DIVISION OF: N/A

PHYSICAL ADDRESS: 1810 Hypoluxo Rd D-12 Lake Worth Fl 33462

MAILING ADDRESS: 1810 Hypoluxo Rd D-12

CITY, STATE, ZIP CODE: Lake Worth Fl 33462

TELEPHONE NUMBER: 888-220-1888 FAX NO. 866-343-3682

CONTACT PERSON: Peter Eldridge E-MAIL: pete@apexpest.com

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes-No If yes, in what state? Fl

Peter Eldridge
President

N/A
Vice President

Peter Eldridge
Treasurer

How long in present business: 26 yrs How long at present location: 7 months

Is firm a minority business: Yes-No; Does firm have a drug-free workplace program: Yes-No
If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
#1	2/10/12

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(Please circle one)

5.2 Percentage of discount when payment is made with Visa: ___ϕ___ %

5.3 Bidders quote for services in accordance with specifications:

For Premises Listed in 3.2 and Specifications as Listed in Section 3.3

Areas Listed in 3.2 Scope	1. City Hall Complex p/Application	Estimated p/Year	1.City Hall Complex Annual
Lawn Care (St Augustine)	320	x8	2,560
Lawn Care (Bahia)	60	x2	120
Palm, Tree and Shrubs	300	x2	600
**IPM	50	x24	1,200
Sub-Total			4,480

	2. Community Center p/Application	Estimated p/Year	2. Community Center Annual
Lawn Care (St Augustine)	250	x8	2,000
Lawn Care (Bahia)	150	x2	300
Palm, Tree and Shrubs	150	x2	300
**IPM Services	50	x24	1,200
Sub-Total			3,800

	3. Rosser/Western Regional PD p/Application	Estimated p/Year	3. Rosser/Western Regional Annual
Lawn Care (St Augustine)	160	x8	1,280
Lawn Care (Bahia)	140	x2	280
Palm, Tree and Shrubs	140	x2	280
**IPM Services	50	x24	1,200
Sub-Total			3,040

Total Annual Contract 3.2 for Award Determination: $ 11,320.00

**IPM - Monthly inspections and Treatment with Follow up as required.

For Premises Listed in 3.4 and Specifications as Listed in Section 3.5:

Areas Listed in 3.4 Scope	Per Application	Estimated p/Year	Annual
Lawn Care (St Augustine)	9,400	x6	56,400
Lawn Care (Bahia)	21,600	x2	43,200
Palm, Tree and Shrubs	16,000	x2	32,000
**IPM Services	1,500	x12	18,000
Total Annual Contract 3.4 for Award Determination:			$149,600

**IPM - Monthly inspections and Treatment with Follow up as required.

Additional Work	Per Application
Lawn Care (St Augustine) p/1,000 sq ft	$ 7.00
Lawn Care (Bahia) p/1,000 sq ft	$ 6.00
Palm, Tree and Shrubs p/1,000 sq ft	$ 22.00
IPM per 1,000 sq ft	$ 20.00

Note: The City will be interested in assessing any Alternate Proposals submitted for the Premises listed in Section 3.4.

Note: The City reserves the right to divide this award, if in the City's determination such a division is beneficial to the City.

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity or type of services that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

6. INSURANCE CERTIFICATES - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety.. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold bids and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

8. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. CERTIFICATION

This bid is submitted by: Name (print) Peter Eldridge who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

10. Bidder has read and accepts the terms and conditions of the City's standard Contract:

President

Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(Seal)

(BALANCE OF SHEET LEFT BLANK INTENTIONALLY)

Submittals

- Check List
- Drug-Free Work Place Form
- Certificate of Insurance Sample
- (5) Five Reference Forms
- Pest Control License of Nearest Office
- Certified Pest Control Operator License
- DACS Licenses of President Peter Eldridge
- Advanced Licenses of Staff
- W-9
- MSDS Sheets – only with original bid

CHECKLIST
Bid #20110110R-LL
Chemical, Fertilizer and IPM Services

Name of Bidder: Apex Pest Control

This checklist is provided to assist bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline - it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

✓ Bid Reply Sheet with proper signature. (pages 18-21.)

✓ Mailing envelope has been addressed to:
- City of Port St. Lucie
- Office of Management & Budget
- 121 SW Port St. Lucie Boulevard
- Port St. Lucie, FL 34984

✓ Envelope must be sealed and identified with:
- Bidders Name and Address
- Bid Number
- Bid Title
- Bid Opening Date & Time

✓ Drug-Free Workplace Form

✓ all pricing has been mathematically reviewed and all corrections have been initialed.

✓ All price extensions and totals have been thoroughly checked.

✓ Each Bid Addendum (when issued) is acknowledged.

✓ Copy of Insurance Certificate in accordance with Section 5

✓ MSDS in accordance with Specifications (Only 1 original required)

✓ have reviewed the Contract and accept all City Terms and Conditions

✓ have reviewed the Exhibit A - City Ordinance #10-12

✓ One (1) original and four (4) copies of required documents **(NO RINGED or WIRE BINDERS)**

✓ At least 5 completed reference sheets returned with bid-see form page 21.

✓ Copies of company and employee licenses as listed in 1.24.0 through 1.24.4

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Apex Pest Control does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

2/21/12
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-326-6203
Arthur J. Gallagher Risk Management Services, Inc.

14241 Dallas Parkway
Suite 300
Dallas, TX 75254

CONTACT NAME: PESTSURECERTS@AJG.COM
PHONE (A/C, No, Ext): 1-800-326-6203 FAX (A/C, No): 972-663-6258
E-MAIL ADDRESS: PESTSURECERTS@AJG.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: OLD REPUBLIC INS CO	24147
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
APEX PEST CONTROL, INC.

1180 US HIGHWAY 1, SUITE 105

ROCKLEDGE, FL 32955

COVERAGES

CERTIFICATE NUMBER: 23226819

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			MNZY 59320	10/01/11	10/01/12	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			MWTB 21372	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC 117138 00	10/01/11	10/01/12	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ALL LOCATIONS & OPERATIONS.

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

State of Florida

Department of Agriculture and Consumer Services

Bureau of Entomology and Pest Control

PEST CONTROL LICENSE

Number: JB186907

APEX PEST CONTROL

1810 HYPOLUXO ROAD D12, LAKE WORTH, FL 33462

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending July 31, 2012 as prescribed by Law.

Adam H. Putnam

Commissioner of Agriculture

Issue Date: September 8, 2011

DACS 15637 (9/04)

State of Florida

Department of Agriculture and Consumer Services

Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JFS368

JAMES B BARTLEY

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

General Household Pest & Rodent Control, Termite & Other WDO Control, Fumigation, Lawn & Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on July 7, 2005

Charles H. Bronson
Commissioner of Agriculture

Chief Bureau of Entomology and Pest Control

DACS form 0782, Feb. 99

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
May 17, 2011	JF5309	June 1, 2012

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2012

PETER ALAN ELDRIDGE
5335 LAGORCE DRIVE
MIAMI BEACH, FL 33140

~~General Household Pest~~ and
Rodent Control
Lawn and Ornamental
Termite and Other WDO
Control

ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

PETER ALAN ELDRIDGE

CERTIFIED PEST CONTROL OPERATOR

JF5309

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2012

Signature

COMMISSIONER

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21045

ELDRIDGE, PETER A
5335 LAGORCE DR
MIAMI BEACH, FL 33140

Categories
5A, 6

Issued: May 12, 2011 **Expires:** May 31, 2015

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services

License Categories

1A1	Ag Row Crop	5B	Organotin Paint
1A2	Ag Tree Crop	6	Right of Way
1B	Ag Animal	7A	Wood Treatment
1C	Private Applicator Ag	7B	Chlorine Gas Infusion
1D	Soil and Greenhouse Fum	7C	Sewer Root Control
1E	Raw Ag Commodity Fum	9	Regulatory Pest Control
2	Forest Pest Control	10	Demonstration and Researc
3	Ornamental and Turf	11	Aerial Application
4	Seed Treatment	20	Regulatory Insp. and Samp
5A	Aquatic Pest Control	21	Natural Areas Weed Mgmt

For information, call (850) 617-7870

The following are the advanced certifications held by our staff:

a. Peter Eldridge, President & Founder-26 years experience CPCO #JF5309 Applicators License #CM21045 5A,6 for Aquatics & Right of Way, Industry Leader Award-2002
b. Gary Colerider, Manager-22 years experience with Apex CPCO #JF6912 Applicators License #CM19067 5A,6 for Aquatics & Right of Way, Associate Certified Entomologist #A0043, B.S. Biology.
c. Tara Kraweic, Manager-12 years experience with Apex CPCO #JF173938 Applicators License #CM21039 5A,6 Aquatics & Right of Way
d. Russ Barnes, Manager-30 years experience, 6 years with Apex CPCO #JE51690 Applicators License #CM21047 5A,6 Aquatics & Right of Way, Associate Certified Entomologist #A0159, Florida Green Industry Certified, Forensic Entomologist Training.
e. James Wetzel, Manager-7 years experience with Apex CPCO #JF161793 Applicators License #CM21038 5A,6 Aquatics and Right of Way
f. Joseph Rivera, Svc Mgr-5 years experience with Apex CPCO#JF143699 Applicators License #CM21037 for Aquatics & Right of Way, Associate Certified Entomologist #A0242
g. Randy Holtz, Svc Mgr-13 years experience with Apex CPCO #JF134826
h. James Bartley, Mgr/Tech-26 years experience CPCO #JF8308, Member of School Integrated Pest Management Task Force, Certified Professional Food Manager, Immediate Past President of CPCO Association of Florida
i. Doug Berger, Inspector-17 years experience with Apex CPCO#JF143123
j. Barry Curren, Tech-10 years experience with Apex. CPCO #JF184862
k. Wayne Meadows, Tech-4 years experience with Apex CPCO #JF132381

All other employees are Dept of Agriculture & Consumer Services Registered I.D. Card Holders working under the above listed managers.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Apex Pest Control Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1180 U.S. Hwy #1

Requester's name and address (optional)

City, state, and ZIP code
Rockledge, Fl 32955

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
59 ☐ - 3 5 5 9 8 6 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶** 9/20/2011

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

This check has a blue background on white paper and some of the security features on this document include: a Watermark, MicroPrint signature line, and a holographic foil stamp; absence of these features will indicate a copy.

64-79/611

SUNTRUST

Official Check

2130552189

Fraud Protected by Positive Pay

Purchaser *APEX PEST CONTROL INC.*

Date Feb. 13, 2012

Initials (type) 094602 Center 2152162

PAY ****$1,000.00****

$ **1,000.00**

To the Order of **CITY OF PORT ST LUCIE**

SunTrust Banks, Inc. by its Authorized Agent, SunTrust Bank

Security Features Details on Back

Authorized Signature

Payable at SunTrust Bank

⑈2130552189⑈ ⑆061100790⑆ 7019019996⑈

Align top of l

24 FEB PM 2:05 56s

000

001

RECEIVED 20110110-R LL 5995 3248

From This portion can be removed for Recipient's records.

Date 2/23/12 FedEx Tracking Number 876859953248

Sender's Name ANDREA AGEE Phone 321 459-2847

Company APEX PEST CONTROL INC

Address 1180 US HIGHWAY 1 STE 105 Dept./Floor/Suite/Room

City ROCKLEDGE State FL ZIP 32955-2714

RECIPIENT: PEEL HERE

2 Your Internal Billing Reference

3 To Recipient's Name Lisa Marie Lawrence Phone 772-871-5222

Company City of Port St Lucie - Office of Budget

Address 121 SW Port St. Lucie Blvd Dept./Floor/Suite/Room

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address

Use this line for the HOLD location address or for continuation of your shipping address.

City Port St Lucie State Fl ZIP 34984

HOLD Weekday FedEx location address REQUIRED. NOT available for FedEx First Overnight.

HOLD Saturday FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

0440903891

8768 5995 3248

fedex.com 1.800.GoFedEx 1.800.463.3339

SPH2

Form ID No. 0215

Recipient's Copy

4 Express Package Service * To most locations

NOTE: Service order has changed. Please select carefully.

Packages up to 150 lbs. For packages over 150 lbs., use the new FedEx Express Freight US Airbill.

Next Business Day

- [ ] FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [x] FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

- [ ] NEW FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available
- [ ] FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.

- [ ] FedEx Envelope*
- [x] FedEx Pak*
- [ ] FedEx Box
- [ ] FedEx Tube
- [ ] Other

6 Special Handling and Delivery Signature Options

- [ ] SATURDAY Delivery — NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.
- [ ] No Signature Required — Package may be left without obtaining a signature for delivery.
- [x] Direct Signature — Someone at recipient's address may sign for delivery. Fee applies.
- [ ] Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. Fee applies.

Does this shipment contain dangerous goods? One box must be checked.

- [x] No
- [ ] Yes — As per attached Shipper's Declaration.
- [ ] Yes — Shipper's Declaration not required
- [ ] Dry Ice — Dry ice, 9, UN 1845 ____ x ____ kg
- [ ] Cargo Aircraft Only

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below. Obtain recip. Acct. No. [ ]

- [x] Sender — Acct. No. in Section 1 will be billed
- [ ] Recipient
- [ ] Third Party
- [ ] Credit Card
- [ ] Cash/Check

[redacted]

Total Packages 1 Total Weight 3 lbs. [redacted] Credit Card Auth.

611

†Our liability is limited to $100 unless you declare a higher value. See the current FedEx Service Guide for details.

Part #163134 • ©1994–2010 FedEx • PRINTED IN U.S.A. SRS

fedex.com 1.800.GoFedEx 1.800.463.3339

FDI - 24 FEB 11

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM

Bidder's Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **20110110R-LL**

Title: **Chemical, Fertilizer and IPM Services**

Bidder/Respondent: Apex Pest Control

Reference: Blue Bell Landscaping Fax #: 321.453.2120
Email: bluebelllandscaping@cfl.rr.com Telephone #: 321.453.0102
Person to contact: Peter Black

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past five (5) years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder's Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **20110110R-LL**

Title: **Chemical, Fertilizer and IPM Services**

Bidder/Respondent: Apex Pest Control

Reference: Shorewood Condominiums Fax #: 321·652·7547
Email: Shorewoodcmtyass@bellsouth.net Telephone #: 321·868·0138
Person to contact: Doug Seely

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past five (5) years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM

Bidder's Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **20110110R-LL**

Title: **Chemical, Fertilizer and IPM Services**

Bidder/Respondent: Apex Pest Control

Reference: Club Hacienda Condominiums Fax #: 904.259.7038
Email: Telephone #: 904.314.3845
Person to contact: Dennis Collins, Collins Realty

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past five (5) years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 03/06/2012 09:52
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE,TIME	03/06 09:51
FAX NO./NAME	919042597038
DURATION	00:00:24
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM

Bidder's Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **20110110R-LL**

Title: **Chemical, Fertilizer and IPM Services**

Bidder/Respondent: Apex Pest Control

Reference: City of Miami Beach Fax #: 786·394·4541
Email: domingomacias@miamibeachfl.gov Telephone #: 305·673·7720 # 2602
Person to contact: Domingo Macias · Director

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past five (5) years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 03/06/2012 09:45
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE,TIME	03/06 09:44
FAX NO./NAME	917863944541
DURATION	00:00:24
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

TRANSMISSION VERIFICATION REPORT

TIME : 03/06/2012 11:03
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE,TIME	03/06 11:02
FAX NO./NAME	913214532120
DURATION	00:00:19
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM

Bidder's Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **20110110R-LL**

Title: **Chemical, Fertilizer and IPM Services**

Bidder/Respondent: Apex Pest Control

Reference: Polk County Fax #: 863.534.~~5610~~ 6789
Email: michelesims@polk.county.net Telephone #: 863.534.~~5610~~ 6757
Person to contact: Michele Sims - Procurement Specialist
Vickie Johnson 863.534.5386

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past five (5) years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 03/06/2012 13:28
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE,TIME	03/06 13:27
FAX NO./NAME	918635346789
DURATION	00:00:18
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

APEX
PEST CONTROL
800.929.2847
1180 US Hwy 1
Rockledge Fl
32955

Bid # 20110110R-LL

Chemical, Fertilizer and IPM Services

February 27, 2012

3:00 p.m.

Bid Reply Sheet
Bid # 20110110R-LL
Chemical Fertilizer and IPM Services

1. **COMPANY NAME**: Coast to Coast Pest Control

DIVISION OF: Coast to Coast

PHYSICAL ADDRESS: 815 10th Ct SW VB, FL 32962

MAILING ADDRESS: P O Box 603477 VB, FL 32965

CITY, STATE, ZIP CODE: Vero Beach, Florida

TELEPHONE NUMBER: (772) 562-6249 FAX NO. (772) 562-7878

CONTACT PERSON: _____ E-MAIL: coast_2coast@bellsouth.net
c2cpestcontrol@gmail.com

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? (Yes)-No If yes, in what state? Florida

Jeffrey Gomez
President

Vice President

Treasurer

How long in present business: 15 How long at present location: 15

Is firm a minority business: (Yes)-No; Does firm have a drug-free workplace program (Yes)-No
If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
#1 (20110110R-LL)	February 10, 2012

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(Please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Bidders quote for services in accordance with specifications:

For Premises Listed in 3.2 and Specifications as Listed in Section 3.3

Areas Listed in 3.2 Scope	1. City Hall Complex p/Application	Estimated p/Year	1.City Hall Complex Annual
Lawn Care (St Augustine)	510	x8	4080
Lawn Care (Bahia)	1000	x2	2000
Palm, Tree and Shrubs	1000	x2	2000
**IPM	330	x24	7920
Sub-Total			16,000

	2. Community Center p/Application	Estimated p/Year	2. Community Center Annual
Lawn Care (St Augustine)	376	x8	3008
Lawn Care (Bahia)	500	x2	1000
Palm, Tree and Shrubs	500	x2	1000
**IPM Services	208	x24	4992
Sub-Total			10,000

	3. Rosser/Western Regional PD p/Application	Estimated p/Year	3. Rosser/Western Regional Annual
Lawn Care (St Augustine)	250	x8	2000
Lawn Care (Bahia)	250	x2	500
Palm, Tree and Shrubs	250	x2	500
**IPM Services	125	x24	3000
Sub-Total			6,000

Total Annual Contract 3.2 for Award Determination: 32,000

**IPM - Monthly inspections and Treatment with Follow up as required.

For Premises Listed in 3.4 and Specifications as Listed in Section 3.5:

Areas Listed in 3.4 Scope	Per Application	Estimated p/Year	Annual
Lawn Care (St Augustine)	3666	x6	21996
Lawn Care (Bahia)	3000	x2	6000
Palm, Tree and Shrubs	25000	x2	50000
**IPM Services	6000	x12	72000
Total Annual Contract 3.4 for Award Determination:			149,996

**IPM - Monthly inspections and Treatment with Follow up as required.

Additional Work	Per Application
Lawn Care (St Augustine) p/1,000 sq ft	5
Lawn Care (Bahia) p/1,000 sq ft	4
Palm, Tree and Shrubs p/1,000 sq ft	15
IPM per 1,000 sq ft	5

Note: The City will be interested in assessing any Alternate Proposals submitted for the Premises listed in Section 3.4.

Note: The City reserves the right to divide this award, if in the City's determination such a division is beneficial to the City.

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity or type of services that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

6. **INSURANCE CERTIFICATES** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold bids and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by: Name (print) John Pulvermacher who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

10. **Bidder has read and accepts the terms and conditions of the City's standard Contract**:

Signature — Pest Control Manager
Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(Seal)

(BALANCE OF SHEET LEFT BLANK INTENTIONALLY)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Brevard
7341 Office Park Place
Suite 202A
Melbourne FL 32940

CONTACT NAME: Annie Donovan
PHONE (A/C, No, Ext): (321) 757-8686 FAX (A/C, No): (321) 757-8687
E-MAIL ADDRESS: adonovan@bbbrevard.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Starnet Insurance	
INSURER B: St. Paul Fire and Marine	24767
INSURER C: FCCI Insurance Co.	033472
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Coast to Coast Pest Control, Inc.
P.O. Box 651477
Vero Beach FL 32965

COVERAGES **CERTIFICATE NUMBER:** 11-12 COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PSP000703900	10/5/2011	10/5/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			QK06502696	10/5/2011	10/5/2012	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		001WC11A63717	2/13/2011	2/13/2012	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Port St. Lucie
A Political Subdivision of the State of F
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard Slavik/ANNIE

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder's Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **20110110R-LL**

Title: **Chemical, Fertilizer and IPM Services**

Bidder/Respondent: Coast to Coast Pest Control

Reference: John Deere Landscaping Fax #: _____
Email: _____ Telephone #: 772-568-9088
Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past five (5) years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder's Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **20110110R-LL**

Title: **Chemical, Fertilizer and IPM Services**

Bidder/Respondent: Coast to Coast Pest Control

Reference: Grove Welders Fax #: 772 569 6362
Email: grovewelders@bellsouth.net Telephone #: 772-569-1222
Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past five (5) years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder's Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **20110110R-LL**

Title: **Chemical, Fertilizer and IPM Services**

Bidder/Respondent: Coast to Coast Pest Control

Reference: GT Leasing Fax #: 904-398-5058
Email: _____ Telephone #: 904-398-5000
Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past five (5) years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder's Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **20110110R-LL**

Title: **Chemical, Fertilizer and IPM Services**

Bidder/Respondent: Coast to Coast Pest Control

Reference: Winfield Solutions Fax #: _____
Email: _____ Telephone #: 561-737-1200
Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past five (5) years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder's Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: **20110110R-LL**

Title: **Chemical, Fertilizer and IPM Services**

Bidder/Respondent: Coast to Coast Pest Control

Reference: Goodknight Lawn Equipment Fax #: _____
Email: _____ Telephone #: 772. 569-0731
Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past five (5) years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Coast to Coast Pest Control does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

2-27-12
Date

CHECKLIST
Bid #20110110R-LL
Chemical, Fertilizer and IPM Services

Name of Bidder: Coast to Coast Pest Control

This checklist is provided to assist bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline - it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

✓ Bid Reply Sheet with proper signature. (pages 18-21.)

✓ Mailing envelope has been addressed to:
- City of Port St. Lucie
- Office of Management & Budget
- 121 SW Port St. Lucie Boulevard
- Port St. Lucie, FL 34984

✓ Envelope must be sealed and identified with:
- Bidders Name and Address
- Bid Number
- Bid Title
- Bid Opening Date & Time

✓ Drug-Free Workplace Form

✓ all pricing has been mathematically reviewed and all corrections have been initialed.

✓ All price extensions and totals have been thoroughly checked.

✓ Each Bid Addendum (when issued) is acknowledged.

✓ Copy of Insurance Certificate in accordance with Section 5

✓ MSDS in accordance with Specifications (Only 1 original required)

✓ have reviewed the Contract and accept all City Terms and Conditions

✓ have reviewed the Exhibit A - City Ordinance #10-12

✓ One (1) original and four (4) copies of required documents **(NO RINGED or WIRE BINDERS)**

✓ At least 5 completed reference sheets returned with bid-see form page 21.

✓ Copies of company and employee licenses as listed in 1.24.0 through 1.24.4

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

State of Florida

Department of Agriculture and Consumer Services

Bureau of Entomology and Pest Control

PEST CONTROL LICENSE

Number: JB173338

COAST TO COAST PEST CONTROL, INC.
815 10TH CT S W, VERO BEACH, FL 32962

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending September 30, 2010 as prescribed by Law.

Charles H. Bronson

Charles H. Bronson
Commissioner of Agriculture

Issue Date: December 11, 2009

DACS 13657 09/01

State of Florida

Department of Agriculture and Consumer Services

Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JF178537

JOHN PJ PULVERMACHER

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on August 16, 2010

Charles H. Bronson
Commissioner of Agriculture

Chief Bureau of Entomology and Pest Control

DACS form 1780, Feb. 99

No. 022454

CASHIERS CHECK

Marine Bank & Trust Company
P.O. BOX 3248 • VERO BEACH, FLORIDA 32964

12/08/11

1,000.00

ONE THOUSAND AND NO/100

PAY TO THE ORDER OF: City of PSL - Public Works

AUTHORIZED SIGNATURE

REMITTER: RFP/Bid Bond #20110110-LL

⑈022454⑈ ⑆067014246⑆ 1090450 1⑈

Coast 2 Coast Pest Control
Bid # 20110110R-LL
Bid Title Chemical, Fertilizer & IPM Services
Bid Opening Date & Time 1-31-12

27 FEB PM 1:49 03S
RECEIVED

City of P
Office of
121 SW
Port St U

Time 1-31-12

City of Port St Lucie
Office of Management & Budget
121 SW Port St Lucie Boulevard
Port St Lucie, FL 34984

CITY OF PORT ST. LUCIE

Office of Management & Budget

Outstanding Agency Accreditation Achievement Award NIGP

January 10, 2012

Coast to Coast Pest Control, Inc.
815 10th Court, S.W.
Vero Beach, Fl 32965
Attn: Jeff Gomez

Subject: Bid #S-20110110, Chemical, Fertilizer and IPM Services

Dear Mr. Gomez:

We are returning attached hereto the original Bid Bond (cashier's check #022454), dated December 8, 2011, submitted with your Proposal for the subject Bid. The City of Port St. Lucie Council has rejected all bids on January 9, 2012 and we will be re-bidding this project with more information, and hope that you will continue to participate in our Bid process.

Sincerely,

Lisa Marie Lawrence

Lisa Marie Lawrence
Contract Specialist

Enclosure: 1 original Bid Bond

121 S.W. Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099 (772) 871-5223 Fax (772) 871-7337